



SHERYL L. SPILLER  
Director

PHIL ANSELL  
Chief Deputy

County of Los Angeles  
**DEPARTMENT OF PUBLIC SOCIAL SERVICES**

12860 CROSSROADS PARKWAY SOUTH • CITY OF INDUSTRY, CALIFORNIA 91746  
Tel (562) 908-8400 • Fax (562) 695-4801



Board of Supervisors  
HILDA L. SOLIS  
First District  
MARK RIDLEY-THOMAS  
Second District  
SHEILA KUEHL  
Third District  
DON KNABE  
Fourth District  
MICHAEL D. ANTONOVICH  
Fifth District

# ADOPTED

BOARD OF SUPERVISORS  
COUNTY OF LOS ANGELES

June 02, 2015

The Honorable Board of Supervisors  
County of Los Angeles  
383 Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, California 90012

24 OF JUNE 2, 2015

PATRICK OGAWA  
ACTING EXECUTIVE OFFICER

Dear Supervisors:

**RECOMMENDATION TO ENTER INTO A CONTRACT WITH  
LOS ANGELES COUNTY OFFICE OF EDUCATION TO PROVIDE GROW PROGRAM SUPPORT  
SERVICES  
(ALL DISTRICTS – 3 VOTES)**

**SUBJECT**

The Department of Public Social Services (DPSS) seeks approval of a new three-year contract with Los Angeles County Office of Education (LACOE), to provide General Relief Opportunities for Work (GROW) Program Support services. These services assist the County's General Relief (GR) participants in seeking and obtaining employment. The current contract expires on June 30, 2015.

**IT IS RECOMMENDED THAT THE BOARD:**

1. Delegate authority to the Director of DPSS, or designee, to prepare and execute a contract, substantially similar to the enclosed contract (Enclosure I), with LACOE, for a three-year period effective July 1, 2015 through June 30, 2018, at a maximum contract amount of \$7,498,530 to provide GROW Program Support services. Funding for this contract is included in the DPSS' Fiscal Year (FY) 2015-16 Proposed Budget and funding for future years will be included in the Department's annual budget requests.
2. Delegate authority to the Director of DPSS, or designee, to extend the contract for one six-month period by amendment in the amount of \$1,249,755, if such time is necessary for the completion of a new contract. The approval of County Counsel as to form will be obtained prior to executing such amendment. The Director shall notify the Board within 10 business days of executing such amendment.

3. Delegate authority to the Director of DPSS, or designee, to prepare and execute amendments to the contract for: a) instances which affect the scope of work, term, contract sum, payment terms, or any other term or condition in the contract; b) additions and/or changes required by the Board or Chief Executive Officer (CEO); c) changes to be in compliance with applicable County, State, and federal regulations; or d) increases or decreases of no more than 10 percent of the original contract amount based on contractor's performance, community needs, and funding availability. The approval of County Counsel as to form will be obtained prior to executing such amendments. The Director shall notify the Board within 10 business days of executing such amendments.

### **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

The GROW program offers employment and training services to employable and volunteer unemployable GR participants, and is designed to help them obtain jobs and achieve self-sufficiency. Approval of this contract will allow the County to continue providing vital GROW Program Support services such as specialized courses including Career Opportunities Resource and Employment, Pathways To Success (serving transitional age youth, ages 18 to 24 years old), Security Officer training, Office Occupations/Computer Applications classes, and other specialized education/training in high demand occupations; plan and coordinate job fairs and recruitments throughout the County; and provide technical support and training for DPSS and other contractors.

### **Implementation of Strategic Plan Goals**

The recommended actions are consistent with the principles of the Countywide Strategic Plan, Goal 1, Operational Effectiveness/Fiscal Sustainability: Maximize the effectiveness of processes, structure, operations, and strong fiscal management to support timely delivery of customer-oriented and efficient public services.

### **FISCAL IMPACT/FINANCING**

The maximum contract amount for the three-year period from July 1, 2015 through June 30, 2018 is \$7,498,530. The annual cost of the contract is \$2,499,510. The cost of the contract is partially offset by federal funds allocated for the Cal-Fresh Employment and Training (CFET) Program. The annual CFET revenue is estimated at \$1,033,547. The remaining funding will be net County cost estimated at \$1,465,963.

Funding for FY 2015-16 is included in the Department's Proposed Budget. Funding for future years will be included in the Department's annual budget requests.

### **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

The contract provides for termination by the County upon 10-day written notice, should termination be in the County's best interest. The agreement also contains a provision which limits the County's obligation if funding is not appropriated by the State and by the Board of Supervisors.

The award of this contract will not result in unauthorized disclosure of confidential information and will be in full compliance with federal, State and County regulations.

The Contractor is in compliance with the Jury Service Program.

The Living Wage Ordinance does not apply because the recommended contract is a non-Prop A contract.

County Counsel has reviewed this Board letter. The sample contract has been approved as to form by County Counsel. The proposed Contractor is in compliance with all Board, CEO and County Counsel requirements.

### **CONTRACTING PROCESS**

The recommended contract was procured in accordance with California Department of Social Services regulations (Section 23-650.1.14), which allows procurement by negotiation with public education agencies (Enclosure II). LACOE has provided these services for over fifteen years.

#### **Contract Performance**

The expected performance outcome is that participants obtain employment. Minimum employment placement rates for the current contract that are required for each of the specialized job training classes range from 20 to 60 percent. Overall, LACOE exceeded the required employment placement rates. For the new contract, the minimum employment rates will increase and range from 35 to 75 percent.

The monitoring for the current contract is performed on a semi-annual basis. Based on the results of monitoring for the period of July 1, 2014 through December 2014, overall, LACOE is in compliance with the contract requirements.

### **IMPACT ON CURRENT SERVICES (OR PROJECTS)**

The recommended action will permit the uninterrupted provision of job services to GROW participants. The recommended action will not infringe on the role of the County in relationship to its residents, and the County's ability to respond to an emergency will not be impaired. There is no change in risk exposure to the County.

### **CONCLUSION**

Upon Board approval, the Executive Officer, Board of Supervisors, is requested to return one adopted stamped Board letter to DPSS.

The Honorable Board of Supervisors

6/2/2015

Page 4

Respectfully submitted,

A handwritten signature in cursive script, reading "Sheryl L. Spiller".

SHERYL L. SPILLER

Director

SLS:jc

Enclosures

c: Interim Chief Executive Officer  
County Counsel  
Acting Executive Officer, Board of Supervisors



**CONTRACT  
BY AND BETWEEN**

**COUNTY OF LOS ANGELES**

**AND**

**LOS ANGELES COUNTY OFFICE OF EDUCATION**

**FOR**

**GENERAL RELIEF OPPORTUNITIES FOR WORK  
PROGRAM SUPPORT SERVICES**

**Prepared By  
County of Los Angeles  
Contract Management Division  
12900 Crossroads Parkway South  
City of Industry, CA 91746-3411**

**July 2015**

**SAMPLE CONTRACT PROVISIONS  
TABLE OF CONTENTS**

| <b>PARAGRAPH</b> | <b>TITLE</b>   | <b>PAGE</b> |
|------------------|--|-------------|
| <b>RECITALS</b>  |  | <b>1</b>    |
| <b>1.0</b>       | <b>APPLICABLE DOCUMENTS</b>  | <b>2</b>    |
| <b>2.0</b>       | <b>DEFINITIONS</b>   | <b>3</b>    |
| <b>3.0</b>       | <b>WORK</b>  | <b>5</b>    |
| <b>4.0</b>       | <b>TERM OF CONTRACT</b>  | <b>5</b>    |
| <b>5.0</b>       | <b>CONTRACT SUM</b>  | <b>6</b>    |
| 5.1              | MAXIMUM CONTRACT AMOUNT  | 6           |
| 5.2              | NON PAYMENT OF SERVICES  | 6           |
| 5.3              | RECORD KEEPING SYSTEM  | 6           |
| 5.4              | NO PAYMENT FOR SERVICES PROVIDED FOLLOWING<br>EXPIRATION/TERMINATION OF CONTRACT | 7           |
| 5.5              | INVOICES AND PAYMENTS  | 7           |
| 5.6              | COMPENSATION   | 10          |
| 5.7              | NON-PERFORMANCE DEDUCTIONS   | 11          |
| 5.8              | CONTRACT INVOICING SYSTEM  | 11          |
| <b>6.0</b>       | <b>ADMINISTRATION OF CONTRACT- COUNTY</b>  | <b>11</b>   |
| 6.1              | COUNTY'S CONTRACT MANAGER  | 11          |
| 6.2              | COUNTY'S CONTRACT ADMINISTRATOR  | 12          |
| 6.3              | COUNTY'S CONTRACT PROGRAM MONITOR  | 12          |
| <b>7.0</b>       | <b>ADMINISTRATION OF CONTRACT - CONTRACTOR</b>                                   | <b>12</b>   |
| 7.1              | CONTRACTOR'S MANAGER   | 12          |
| 7.2              | APPROVAL OF CONTRACTOR'S STAFF   | 13          |
| 7.3              | OTHER CONTRACTOR STAFFING  | 13          |
| 7.4              | CONTRACTOR'S STAFF IDENTIFICATION  | 13          |
| 7.5              | BACKGROUND AND SECURITY INVESTIGATIONS   | 14          |
| 7.6              | CONFIDENTIALITY  | 15          |
| <b>8.0</b>       | <b>STANDARD TERMS AND CONDITIONS</b>   | <b>16</b>   |
| 8.1              | AMENDMENTS   | 16          |
| 8.2              | ASSIGNMENT AND DELEGATION  | 18          |
| 8.3              | AUTHORIZATION WARRANTY   | 19          |
| 8.4              | BUDGET REDUCTIONS  | 19          |
| 8.5              | COMPLAINTS   | 19          |

**SAMPLE CONTRACT PROVISIONS  
TABLE OF CONTENTS**

| <b>PARAGRAPH</b> | <b>TITLE</b>  | <b>PAGE</b> |
|------------------|---|-------------|
| 8.6              | COMPLIANCE WITH APPLICABLE LAW .....  | 20          |
| 8.7              | COMPLIANCE WITH CIVIL RIGHTS LAWS .....   | 21          |
| 8.8              | COMPLIANCE WITH THE COUNTY'S JURY SERVICE PROGRAM .....   | 22          |
| 8.9              | CONFLICT OF INTEREST .....  | 24          |
| 8.10             | CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED<br>FOR LAYOFF/OR RE-EMPLOYMENT LIST .....     | 25          |
| 8.11             | CONSIDERATION OF HIRING GAIN/GROW PARTICIPANTS .....  | 25          |
| 8.12             | CONTRACTOR RESPONSIBILITY AND DEBARMENT .....   | 25          |
| 8.13             | CONTRACTOR'S ACKNOWLEDGEMENT OF COUNTY'S<br>COMMITMENT TO THE SAFELY SURRENDERED BABY LAW ..... | 28          |
| 8.14             | CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S<br>CHILD SUPPORT COMPLIANCE PROGRAM.....         | 28          |
| 8.15             | COUNTY'S QUALITY ASSURANCE PLAN.....  | 29          |
| 8.16             | DAMAGE TO COUNTY FACILITIES, BUILDINGS OR GROUNDS .....   | 29          |
| 8.17             | EMPLOYMENT ELIGIBILITY VERIFICATION.....  | 29          |
| 8.18             | FACSIMILE REPRESENTATIONS.....  | 30          |
| 8.19             | FAIR LABOR STANDARDS .....  | 30          |
| 8.20             | FORCE MAJEURE .....   | 30          |
| 8.21             | GOVERNING LAW, JURISDICTION, AND VENUE .....  | 31          |
| 8.22             | INDEPENDENT CONTRACTOR STATUS.....  | 31          |
| 8.23             | INDEMNIFICATION.....  | 32          |
| 8.24             | GENERAL PROVISIONS FOR ALL INSURANCE COVERAGE .....   | 32          |
| 8.25             | INSURANCE COVERAGE .....  | 37          |
| 8.26             | LIQUIDATED DAMAGES .....  | 39          |
| 8.27             | MOST FAVORED PUBLIC ENTITY .....  | 40          |
| 8.28             | NONDISCRIMINATION AND AFFIRMATIVE ACTION.....   | 40          |
| 8.29             | NON EXCLUSIVITY.....  | 42          |
| 8.30             | NOTICE OF DELAYS .....  | 42          |
| 8.31             | NOTICE OF DISPUTES .....  | 42          |
| 8.32             | NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED<br>INCOME CREDIT .....                         | 42          |
| 8.33             | NOTICE TO EMPLOYEES REGARDING THE SAFELY<br>SURRENDERED BABY LAW .....                          | 42          |

**SAMPLE CONTRACT PROVISIONS  
TABLE OF CONTENTS**

| <b>PARAGRAPH</b> | <b>TITLE</b>   | <b>PAGE</b> |
|------------------|--|-------------|
| 8.34             | NOTICES.....   | 43          |
| 8.35             | PROHIBITION AGAINST INDUCEMENT OR PERSUASION .....   | 43          |
| 8.36             | PUBLIC RECORDS ACT .....   | 43          |
| 8.37             | PUBLICITY .....  | 44          |
| 8.38             | RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT .....   | 44          |
| 8.39             | RECYCLED BOND PAPER.....   | 46          |
| 8.40             | SUBCONTRACTING .....   | 46          |
| 8.41             | TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN<br>COMPLIANCE WITH COUNTY'S CHILD SUPPORT<br>COMPLIANCE PROGRAM.....                                  | 47          |
| 8.42             | TERMINATION FOR CONVENIENCE .....  | 47          |
| 8.43             | TERMINATION FOR DEFAULT .....  | 48          |
| 8.44             | TERMINATION FOR IMPROPER CONSIDERATION.....  | 49          |
| 8.45             | TERMINATION FOR INSOLVENCY.....  | 50          |
| 8.46             | TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST<br>ORDINANCE .....  | 51          |
| 8.47             | TERMINATION FOR NON-APPROPRIATION OF FUNDS.....  | 51          |
| 8.48             | VALIDITY .....   | 51          |
| 8.49             | WAIVER.....  | 51          |
| 8.50             | WARRANTY AGAINST CONTINGENT FEES.....  | 51          |
| 8.51             | WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED<br>PROPERTY TAX REDUCTION PROGRAM .....   | 52          |
| 8.52             | TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN<br>COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX<br>REDUCTION PROGRAM .....                         | 52          |
| 8.53             | TIME OFF FOR VOTING .....  | 52          |
| <b>9.0</b>       | <b>UNIQUE TERMS AND CONDITIONS.....</b>  | <b>53</b>   |
| 9.1              | PATENT, COPYRIGHT AND TRADE SECRET, INDEMNIFICATION ...  | 53          |
| 9.2              | CONTRACTORS CHARITABLE ACTIVITIES COMPLIANCE.....  | 54          |
| 9.3              | DATA DESTRUCTION .....   | 54          |
| 9.4              | CERTIFICATION REGARDING DEBARMENT, SUSPENSION,<br>INELIGIBILITY, AND VOLUNTARY EXCLUSION-LOWER TIER<br>COVERED TRANSACTIONS (45 C.T.R PART 76) ..... | 55          |
| 9.5              | CHILD/ELDER ABUSE/FRAUD REPORTING .....  | 55          |

**SAMPLE CONTRACT PROVISIONS  
TABLE OF CONTENTS**

| <b>PARAGRAPH</b> | <b>TITLE</b>                | <b>PAGE</b> |
|------------------|-----------------------------|-------------|
| 9.6              | FISCAL ACCOUNTABILITY ..... | 56          |
| 9.7              | SHRED DOCUMENTS .....       | 56          |
| SIGNATURES ..... |                             | 57          |

**STANDARD EXHIBITS**

- A STATEMENT OF WORK
- B CONTRACTOR'S BUDGET
- C INTENTIONALLY OMITTED
- D CONTRACTOR'S EEO CERTIFICATION
- E COUNTY'S ADMINISTRATION
- F CONTRACTOR'S ADMINISTRATION
- G CONTRACTOR'S EMPLOYEE ACKNOWLEDGEMENT AND  
CONFIDENTIALITY AGREEMENT
  - G – 1 CONTRACTOR AGREEMENT
  - G – 2 CONTRACTOR EMPLOYEE AGREEMENT
  - G – 3 CONTRACTOR NON-EMPLOYEE AGREEMENT
- H JURY SERVICE ORDINANCE
- I SAFELY SURRENDERED BABY LAW
- J CONTRACTOR'S NON-DISCRIMINATION IN SERVICES  
CERTIFICATION
- K ATTESTATION TO WILLINGNESS TO CONSIDER GAIN AND GROW  
PARTICIPANTS
- L INTERNAL REVENUE SERVICE NOTICE
- M CERTIFICATION OF NO CONFLICT OF INTEREST
- N FAMILIARITY WITH THE COUNTY LOBBYIST ORDINANCE  
CERTIFICATION
- O CIVIL RIGHTS FORMS
  - O-1 CIVIL RIGHTS TRAINING REPORT
  - O-2 CIVIL RIGHTS COMPLAINT FLOWCHART
  - O-3 PA 607 COMPLAINT OF DISCRIMINATORY TREATMENT FORM
- P CHARITABLE CONTRIBUTIONS CERTIFICATION
- Q CRIMINAL CONVICTION INFORMATION NOTICE AND  
CERTIFICATION
- R TITLE 2 ADMINISTRATION – DETERMINATIONS OF CONTRACTOR  
NON-RESPONSIBILITY AND CONTRACTOR DEBARMENT

**CONTRACT BETWEEN  
COUNTY OF LOS ANGELES  
AND  
LOS ANGELES COUNTY OFFICE OF EDUCATION  
FOR  
GENERAL RELIEF OPPORTUNITIES FOR WORK PROGRAM  
SUPPORT SERVICES**

This Contract and Exhibits made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2015 by and between the County of Los Angeles, hereinafter referred to as County and Los Angeles County Office of Education (LACOE), hereinafter referred to as Contractor. LACOE is located at 9525 W. Imperial Highway, Downey, California 90242.

**RECITALS**

WHEREAS, Contractor is a public agency, qualified to provide education and training services to eligible General Relief participants, as set forth hereunder and warrants that it possesses the competence, expertise, and personnel necessary to provide such services; and

WHEREAS, Section 17000.6(f) of the Welfare and Institutions Code permits counties to continue the General Relief Mandate relief grant level if they provide a mandatory Welfare-to-Work program equivalent to that provided to CalWORKs recipients; and

WHEREAS, the December 15, 1998 Board of Supervisors' order to the Department of Public Social Services (DPSS) to implement Section 17000.6(f) of the Welfare and Institutions Code in Los Angeles County; and

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for good and valuable consideration, the parties agree to the following:

## 1.0 APPLICABLE DOCUMENTS

Exhibits A, B, C, D, E, F, G, H, I, J, K L, M, N, O, P, Q and R are attached to and form a part of this Contract. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any task, deliverable, goods, service, or other work, or otherwise between the base Contract and the Exhibits, or between Exhibits, such conflict or inconsistency shall be resolved by giving precedence first to the Contract and then to the Exhibits according to the following priority.

### Standard Exhibits:

- 1.1 EXHIBIT A - STATEMENT OF WORK
- 1.2 EXHIBIT B - CONTRACTOR'S BUDGETS
- 1.3 EXHIBIT C - INTENTIONALLY OMITTED
- 1.4 EXHIBIT D - CONTRACTOR'S EEO CERTIFICATION
- 1.5 EXHIBIT E - COUNTY'S ADMINISTRATION
- 1.6 EXHIBIT F - CONTRACTOR'S ADMINISTRATION
- 1.7 EXHIBIT G - CONTRACTOR'S EMPLOYEE  
ACKNOWLEDGEMENT AND CONFIDENTIALITY  
AGREEMENT
  - G-1 CONTRACTOR AGREEMENT
  - G-2 CONTRACTOR EMPLOYEE AGREEMENT
  - G-3 CONTRACTOR NON-EMPLOYEE AGREEMENT
- 1.8 EXHIBIT H - JURY SERVICE ORDINANCE
- 1.9 EXHIBIT I - SAFELY SURRENDERED BABY LAW
- 1.10 EXHIBIT J- CONTRACTOR'S NONDISCRIMINATION IN  
SERVICES CERTIFICATION
- 1.11 EXHIBIT K- ATTESTATION TO WILLINGNESS TO CONSIDER  
GAIN AND GROW PARTICIPANTS
- 1.12 EXHIBIT L- INTERNAL REVENUE SERVICE NOTICE
- 1.13 EXHIBIT M- CERTIFICATION OF NO CONFLICT OF INTEREST

- 1.14 EXHIBIT N- FAMILIARITY WITH THE COUNTY LOBBYIST  
ORDINANCE CERTIFICATE
- 1.15 EXHIBIT O- CIVIL RIGHTS RESOLUTION FORMS
  - O-1 CIVIL RIGHTS TRAINING REPORT
  - O-2 CIVIL RIGHTS COMPLAINT FLOWCHART
  - O-3 PA 607 COMPLIANT OF DISCRIMINATORY  
TREATMENT FORM
- 1.16 EXHIBIT P- CHARITABLE CONTRIBUTION CERTIFICATE
- 1.17 EXHIBIT Q- CRIMINAL CONVICTION INFORMATION NOTICE  
AND CERTIFICATION.
- 1.18 EXHIBIT R- TITLE 2 ADMINISTRATION – DETERMINATION OF  
CONTRACTOR NON-REPPONSIBILITY AND  
CONTRACTOR DEBARMENT

## **2.0 DEFINITIONS**

The headings herein contained are for convenience and reference only and are not intended to define the scope of any provision thereof. The following words as used herein shall be construed to have the following meaning, unless otherwise apparent from the context in which they are used.

### **2.1 ACCEPTABLE QUALITY LEVEL (AQL)**

A minimum performance percent that can be accepted and still meets the Contract standard for satisfactory performance.

### **2.2 BUDGET**

The document that details the Contractor's costs for providing services and is included in the Contract. Included in the Budgets are the following:

- Direct Costs – Payroll, Employee Benefits (Medical, Dental, Life Insurance), Payroll Taxes, Insurance (Real Personal, etc., as required by the Contract), Supplies, Applicable Taxes and other (specified).
- Indirect Costs – General Accounting/Bookkeeping, Management Overhead and other (specified).
- Total Cost to Contract Services – The total cost of Direct and Indirect Costs.

**2.3 CONTRACT**

Agreement executed between County and Contractor. It sets forth the terms and conditions for the issuance and performance of the Statement of Work, Exhibit A.

**2.4 CONTRACT DISCREPANCY REPORT (CDR)**

A report used by the County to record discrepancies or performance deficiencies with Contractor. If Contractor's performance is judged unsatisfactory, the County Contract Administrator is required to forward a CDR to the Contractor for response.

**2.5 CONTRACT MANAGEMENT DIVISION**

The Department's Division responsible for overseeing the Contract.

**2.6 CONTRACTOR**

The sole proprietor, partnership, or corporation that has entered into a contract with the County to perform or execute the work covered by the Statement of Work.

**2.7 CONTRACTOR MANAGER**

The individual designated by the Contractor to administer the Contract operations after the Contract award.

**2.8 COUNTY CONTRACT ADMINISTRATOR (CCA)**

Person designated by County's Project Director to manage the operations under this Contract.

**2.9 COUNTY CONTRACT MANAGER**

Person designated by County with authority for County on contractual or administrative matters relating to this Contract that cannot be resolved by the CCA.

**2.10 COUNTY CONTRACT PROGRAM MONITOR**

Person with responsibility to oversee the day to day activities of this Contract. Responsibility for inspections of any and all tasks, deliverables, goods, services and other work provided by the Contractor.

**2.11 DAY(S)**

Calendar day(s) unless otherwise specified.

**2.12 FISCAL YEAR**

The twelve (12) month period beginning July 1st and ending the following June 30th.

**2.13 GENERAL RELIEF (GR)**

A County-funded program that provide financial assistance and supportive services to indigent adults who are ineligible for federal or State programs.

**2.14 STATEMENT OF WORK (SOW)**

Exhibit A of this Contract which describes the specific requirements of the services and deliverables set forth under this Contract.

**3.0 WORK**

**3.1** Pursuant to the provisions of this Contract, the Contractor shall fully perform, complete and deliver on time, all tasks, deliverables, services and other work as set forth in herein.

**3.2** If the Contractor provides any tasks, deliverables, goods, services, or other work, other than as specified in this Contract, the same shall be deemed to be a gratuitous effort on the part of the Contractor, and the Contractor shall have no claim whatsoever against the County.

**4.0 TERM OF CONTRACT**

**4.1** The term of this Contract shall be for a three-year period commencing July 1, 2015, and termination on June 30, 2018, unless sooner terminated or extended, in whole or in part, as provided in this Contract.

**4.2** The County maintains databases that track/monitor contractor performance history. Information entered into such databases may be used for a variety of purposes, including determining whether the County will exercise a contract term extension option.

**4.3** The Contractor shall notify DPSS when this Contract is within six (6) months from the expiration of the term as provided for hereinabove. Upon occurrence of this event, the Contractor shall send written notification to DPSS at the address herein provided in Exhibit E - County's Administration.

## **5.0 CONTRACT SUM**

### **5.1 MAXIMUM CONTRACT AMOUNT**

The maximum compensation amount for the three-year term of July 1, 2015 through June 30, 2018 is \$7,498,530 (Maximum Contract Amount).

Each Fiscal Year is subject to the following annual maximum amounts:

|                      |                   |             |
|----------------------|-------------------|-------------|
| Fiscal Year 2015-16: | Annual maximum of | \$2,499,510 |
| Fiscal Year 2016-17: | Annual maximum of | \$2,499,510 |
| Fiscal Year 2017-18: | Annual maximum of | \$2,499,510 |

**5.1.1** Contract expenditures that exceed the Maximum Contract Amount or the Annual maximum shall not be reimbursed by County and shall become the fiscal responsibility of Contractor.

**5.1.2** Supplemental Nutrition Assistance Program (SNAP) funds are used to partially fund this Contract, to maintain the integrity of the Federal Fiscal Year (FFY), only costs incurred from October 1<sup>st</sup> through September 30<sup>th</sup> of each FFY, will be reimbursed for this contract period based on the supplementary contract budget, Exhibit B-1.

### **5.2 NON PAYMENT OF SERVICES**

The Contractor shall not be entitled to payment or reimbursement for any tasks or services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified herein. Assumption or takeover of any of the Contractor's duties, responsibilities, or obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever, shall occur only with the County's express prior written approval.

### **5.3 RECORD KEEPING SYSTEM**

The Contractor shall maintain a system of record keeping that will allow the Contractor to determine when it has incurred seventy-five percent (75%) of the total contract authorization under this Contract. Upon occurrence of this event, the Contractor shall send written notification to (Department) at the address herein provided in Exhibit E - County's Administration.

**5.4 NO PAYMENT FOR SERVICES PROVIDED FOLLOWING EXPIRATION/ TERMINATION OF CONTRACT**

The Contractor shall have no claim against County for payment of any money or reimbursement, of any kind whatsoever, for any service provided by the Contractor after the expiration or other termination of this Contract. Should the Contractor receive any such payment it shall immediately notify County and shall immediately repay all such funds to County. Payment by County for services rendered after expiration/termination of this Contract shall not constitute a waiver of County's right to recover such payment from the Contractor. This provision shall survive the expiration or other termination of this Contract.

**5.5 INVOICES AND PAYMENTS**

**5.5.1** Contractor shall only invoice for providing the tasks, deliverables, goods, services, and other work specified in Exhibit A, Statement of Work and elsewhere hereunder and as provided in Exhibit B, Contractor's Budget. Contractor shall be compensated based on the actual cost for all aspects of the GROW Program Support Services requirements.

**5.5.2** Contractor shall prepare and submit to the CCA, on a monthly basis, a complete and accurate invoice for Program Support Services for the GROW Program, (Exhibit A, Statement of Work, Technical Exhibit 3, Sample Monthly Invoice) in an original. Invoices are to be submitted within 15 calendar days after the end of the month in which services were provided or payment may be delayed. Each invoice shall be supported by back-up documentation to validate the invoice amount. The documentation shall include, but not be limited to, the following:

- List of GROW participants served in training programs.

**5.5.3** The monthly invoices shall be submitted and paid as follows:

- For the first and second month of each quarter, monthly invoices are to be submitted within 15 calendar days after the end of the month in which GROW services were provided. Contractor shall be paid 1/12 of the Annual Maximum amount for the first and second month of each quarter.

- County shall not make monthly payment for the third month of each quarter until the Quarterly Reconciliation Invoice is received and processed. Contractor shall submit a Quarterly Reconciliation Invoice (Exhibit A, Statement of Work, Technical Exhibit 4, Sample Reconciliation Invoice) of actual costs for the three-month period. The Quarterly Reconciliation Invoice shall be submitted within thirty (30) calendar days after the end of that quarter. For example, the first Quarterly Reconciliation Invoice for July through September shall be submitted to County no later than October 31<sup>th</sup>. The County shall pay Contractor the difference between the amount of Contractor's actual cost for the quarter and the amount paid for the first two months. In no event shall the County be liable for any amount over the Annual Maximum amount.

**5.5.4** All invoices submitted by Contractor for payment must have the written approval of the CCA prior to any payment thereof. County shall make a reasonable effort to effect payment to Contractor within thirty (30) calendar days of receipt of an invoice which is accurate as to form and content. Payment to Contractor will be made monthly in arrears in the amount specified in this Contract, provided that the Contractor is not in default under any provision of the Contract and has submitted a complete and accurate statement of payment due with documentation attached supporting the statement of payment due.

**5.5.5** All invoices under this Contract shall be submitted to the following address:

Department of Public Social Services  
Contract Management Division  
12900 Crossroads Parkway South, 2<sup>nd</sup> Floor  
City of Industry, CA 91746-3411  
Attention: County Contract Administrator

**5.5.6** County shall not make monthly payments for the third month of each quarter (e.g. September, December, March and June), until the Reconciliation Invoice has been received and processed by County.

**5.5.7** For all Reconciliation Invoices, Contractor shall use quarterly invoices similar to (Exhibit A, Statement of Work, Technical Exhibit 4, Sample Reconciliation Invoice format).

**5.5.8** Contractor shall include with the Reconciliation Invoice the detailed line item support documentation to validate the Reconciliation Invoice amounts, in accordance with Exhibit B, Contractor's Budget, which includes but is not limited to, the following:

**5.5.8.1** Administrative costs and support services costs.

**5.5.8.2** Personnel expenditures for each service type itemized by pay classification, e.g., certificated salaries, classified salaries, etc.

**5.5.8.3** Contract expenditures not listed above per Sub-Sections 5.5.8.1 and 5.5.8.2 shall be listed separately, e.g., fringe benefits, supplies, equipment, and any other information found necessary by Contractor or County.

**5.5.8.4** Any prorated cost(s) pursuant to Sub-Sections 5.5.8.1, 5.5.8.2 and 5.5.8.3 above shall be clearly identified on the Reconciliation Invoice.

**5.5.9** Any reconciling adjustments to the monthly payment will be handled in accordance to the provisions as stated below.

**5.5.9.1** If the quarterly reconciliation finds that County's dollar liability was more than payments made by the County to Contractor, County shall pay the difference to Contractor. In the event that County's dollar liability for such services is less than payments made by County to the Contractor, then County shall deduct the difference against future payments hereunder to Contractor.

**5.5.9.2** Payment to Contractor may be subject to deduction for liquidated damages, as defined in Contract Section 8.26, Liquidated Damages or Exhibit A, Statement of Work, Section 6.7, Unsatisfactory Performance Remedies.

**In no event shall County's maximum obligation under this Contract exceed the funds appropriated by County for the purpose of this Contract for each Fiscal Year of the Contract.**

**5.5.10 COUNTY'S Approval of Invoices**

All invoices submitted by the Contractor for payment must have the written approval of the CCA prior to any payment thereof. In no event shall the County be liable or responsible for any payment prior to such written approval. Approval for payment will not be unreasonably withheld.

**5.5.11** The County may delay the last payment due hereunder up to six months after the termination of the Contract. The Contractor shall be liable for payment on 30 days written notice of any offset authorized by the County not deducted from any payment made by the County to the Contractor.

**5.5.12** Prior to receiving final payment hereunder, the Contractor shall submit a signed, written release discharging the County, its officers and employees, from all liabilities, obligations, and claims arising out of or under this Contract, except for any claims specifically described in detail in such release.

**5.6 COMPENSATION**

**5.6.1** Payments for Program Support Services for the GROW Program will be made monthly in arrears provided that Contractor is not in default under any provisions of the Contract and has submitted a complete and accurate invoice, with documentation attached, supporting the invoice.

**5.6.2** The Contractor will be compensated based on the actual cost for all aspects of the GROW Program Support requirements. For the first and second month of each quarter, Contractor shall be paid a flat amount equal to 1/12 of the annual budget included in Exhibit B. The County will reconcile monthly payments to the Contractor's quarterly reconciliation invoice representing Contractor's actual costs as provided under Section 5.0, Contract Sum, Subsection 5.5 Invoices and Payments, herein.

**5.6.3** Contractor may, at Contractor's discretion, reallocate funds among each of the budget categories as shown in Exhibit B, Contractor's Budget, to a maximum of 10 percent of each budget category and shall not exceed the Annual Maximum amount as stated in Section 5.1, Maximum Contract Amount. Reallocation of funds by Contractor by more than 10 percent requires prior written approval by DPSS.

## **5.7 NON-PERFORMANCE DEDUCTIONS**

**5.7.1** Contractor is expected to provide program supportive services to the General Relief Opportunity for Work (GROW) Orientation, Customized Job Training Programs namely Career Opportunities Resources and Employment and Pathways to Success, Office Occupations, Computer Application Class, Security Officer Training, and other specialized education training components as specified Exhibit A, Statement of Work.

**5.7.2** Contractor's performance will be monitored no less than annually, but as frequently as quarterly, and the Contractor may be assessed a fiscal deduction as outlined in Exhibit A, Statement of Work, Section 6.7, Unsatisfactory Performance Remedies.

## **5.8 CONTRACT INVOICING SYSTEM**

Should County implement a Contract Invoicing System for services under this contract, Contractor shall create and submit electronic invoices as instructed.

## **6.0 ADMINISTRATION OF CONTRACT - COUNTY**

### **COUNTY ADMINISTRATION**

A listing of all County Administration referenced in the following sub-paragraphs are designated in Exhibit E - County's Administration. The County shall notify the Contractor in writing of any change in the names or addresses shown.

### **6.1 COUNTY CONTRACT MANAGER**

Responsibilities of the County's Contract Manager include:

- ensuring that the objectives of this Contract are met; and
- providing direction to the Contractor in the areas relating to County policy, information requirements, and procedural requirements.
- Negotiating with Contractor on changes in service requirements pursuant to the Contract Part 8.0 Standard Terms and Conditions, Section 8.1, Amendments.

The CCM is authorized to handle contractual or administrative matters relating to this Contract that cannot be resolved by the CCA.

## **6.2 COUNTY CONTRACT ADMINISTRATOR**

The responsibilities of the County Contract Administrator (CCA) include:

1. Overseeing the day-to-day administration of this Contract;
2. Providing direction to the Contractor in areas relating to County policy, procedural requirements, service performance requirements, and information pertaining to the Contract;
3. Meeting with the Contractor Manager on a regular basis; and
4. Inspecting any and all tasks, deliverables, goods, services, or other work provided by or on behalf of the Contractor.

Informing the Contractor of the name, address and telephone number of the CCA in writing, at the time of Contract award, and at any time thereafter a change of CCA is made. The CCA is not authorized to make any changes in any of the terms and conditions of this Contract and is not authorized to further obligate County in any respect whatsoever.

## **6.3 COUNTY CONTRACT PROGRAM MONITOR**

The County Contract Program Monitor (CPM) is responsible for the quality monitoring of Contractor's performance. The CPM reports to the CCA.

The CPM is not authorized to make any changes in any of the terms and conditions of this Contract and is not authorized to further obligate County in any respect whatsoever.

## **7.0 ADMINISTRATION OF CONTRACT - CONTRACTOR**

### **7.1 CONTRACTOR'S MANAGER**

**7.1.1** The Contractor Manager is designated in Exhibit F - Contractor's Administration. The Contractor shall notify the County in writing of any change in the name or address of the Contractor Manager.

**7.1.2** The Contractor Manager shall be responsible for the Contractor's day-to-day activities as related to this Contract and shall coordinate with CCA and CPM on a regular basis.

Specifically, the Contract Manager, or his/her alternate; shall:

- a. Have full authority to act for the Contractor on all Contract matters relating to the daily operation of this Contract.
- b. Be available between 8:00 a.m. and 5:00 p.m. Monday through Friday except County holidays and on Saturdays, as required.
- c. Be able to read, write, speak and understand English.
- d. Have passed a background check conducted by Contractor including Criminal Convictions, Welfare Fraud and Employment History.

## **7.2 APPROVAL OF CONTRACTOR'S STAFF**

County has the absolute right to approve or disapprove all of the Contractor's staff performing work hereunder and any proposed changes in the Contractor's staff, including, but not limited to, the Contractor Manager.

**7.2.1** The Contractor Manager and any alternate shall be identified in writing prior to the Contract start date and at any time thereafter a change of Contractor Manager is made.

**7.2.2** The Contractor Manager is not authorized to make any changes in the Terms and Conditions of the Contract and is not authorized to obligate Contractor to DPSS in any way whatsoever.

## **7.3 OTHER CONTRACTOR STAFFING**

The Contractor shall provide staff with background, experience and expertise to provide the services required in the Statement of Work.

All Contractor staff is expected to exhibit professional behavior at all times while performing services under this Contract. Failure to do so is grounds for County to request Contractor to immediately remove such staff from working on this Contract.

## **7.4 CONTRACTOR'S STAFF IDENTIFICATION**

Contractor shall provide, at Contractor's expense, all staff providing services under this Contract with a photo identification badge.

**7.5 BACKGROUND AND SECURITY INVESTIGATIONS**

**7.5.1** All Contractor staff performing work under this Contract shall undergo and pass, to the satisfaction of County, a background investigation as a condition of beginning and continuing to work under this Contract. Contractor shall use its discretion in determining the method of background clearance to be used, which may include but is not limited to fingerprinting. The background check shall, at a minimum, meet the requirements of Subsections 7.5.2, 7.5.3 and 7.5.4. The fees associated with obtaining the background information shall be at the expense of the Contractor, regardless if the Contractor's staff passes or fails the background clearance investigation.

**7.5.2** Contractor shall be responsible for ensuring that Contractor staff working on this Contract have no convictions for the following offenses:

- Blackmail;
- Bribery;
- Burglary;
- Crimes Against Children and Elders;
- Embezzlement, including theft of public funds;
- Extortion;
- Falsification of Financial Statements and/or Public Records;
- Forgery;
- Grand Theft;
- Mass Murder;
- Rape, including Sexual Battery;
- Robbery;
- Sale of Narcotics and/or Dangerous Drugs (includes intent to sell); and
- Welfare fraud.

**7.5.3** Contractor shall verify the above by conducting background checks via Live Scan or another method which includes at a minimum the following searches:

- U.S. Criminal Records Search;
- County and/or Statewide Criminal Record Search;
- Federal Criminal Record Search;
- Driving Record Search; and
- Sex Offender Database Search.

If a method other than Live Scan is used, the background check shall be conducted prior to working on this Contract, upon promotion and no less frequently than every three (3) years.

**7.5.4** Contractor staff working on this Contract shall complete and sign Exhibit Q, Criminal Conviction Information Notice and Certification prior to working on this Contract, upon promotion and no less frequently than every three (3) years.

**7.5.5** Contractor shall notify County immediately of convictions of Contractor staff working on this Contract for any of the offences listed in Subsection 7.5.2. County may request that the Contractor's staff who is subsequently convicted of the crimes listed in Subsection 7.5.2 be immediately removed from working on the County Contract at any time during the term of this Contract.

**7.5.6** County may immediately, at the sole discretion of the County, deny or terminate facility access to the Contractor's staff that does not pass such investigation(s) to the satisfaction of the County whose background or conduct is incompatible with County facility access.

**7.5.7** Disqualification, if any, of the Contractor's staff, pursuant to this Section 7.5, shall not relieve the Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

## **7.6 CONFIDENTIALITY**

**7.6.1** Contractor shall maintain the confidentiality of all records and information in accordance with all applicable federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures relating to confidentiality, including, without limitation, County policies concerning information technology security and the protection of confidential records and information.

**7.6.2** Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting, or professional fees, arising from, connected with, or related to any failure by Contractor, its officers,

employees, agents, or subcontractors, to comply with this Paragraph 7.6, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 7.6 shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of County without County's prior written approval.

- 7.6.3** Contractor shall inform all of its officers, employees, agents and subcontractors providing services hereunder of the confidentiality provisions of this Contract.
- 7.6.4** Contractor shall sign and adhere to the provisions of the "Contractor Acknowledgement and Confidentiality Agreement", Exhibit G1.
- 7.6.5** Contractor shall cause each employee performing services covered by this Contract to sign and adhere to the provisions of the "Contractor Employee Acknowledgment and Confidentiality Agreement", Exhibit G2.
- 7.6.6** Contractor shall cause each non-employee performing services covered by this Contract to sign and adhere to the provisions of the "Contractor Non-Employee Acknowledgment and Confidentiality Agreement", Exhibit G3.

## **8.0 STANDARD TERMS AND CONDITIONS**

### **8.1 AMENDMENTS**

- 8.1.1** For any change which affects the scope of work, term, Contract Sum, payments, or any term or condition included under this Contract, an Amendment shall be prepared and executed by the Contractor and by the Department Head or her designee.

- 8.1.2 The County's Board of Supervisors or Chief Executive Officer or designee may require the addition and/or change of certain terms and conditions in the Contract during the term of this Contract. The County reserves the right to add and/or change such provisions as required by the County's Board of Supervisors or Chief Executive Officer. To implement such changes, an Amendment to the Contract shall be prepared and executed by the Contractor and by the DPSS Director or his/her designee.
- 8.1.3 The DPSS Director or his/her designee, or Board of Supervisors, may at his/her sole discretion, authorize extensions of time as defined in Paragraph 4.0 - Term of Contract. The Contractor agrees that such extensions of time shall not change any other term or condition of this Contract during the period of such extensions. To implement an extension of time, an Amendment to the Contract shall be prepared and executed by the Contractor and by the DPSS Director or his/her designee.
- 8.1.4 For any change which does not materially affect the scope of work, or any other term or condition included in this Contract, a Change Notice shall be prepared and signed by the County Contract Director and the Contractor.
- 8.1.5 The DPSS Director, or his/her designee, may prepare and sign Amendments to the Contract without further action by the County Board of Supervisors under the following conditions:
  - 8.1.5.1 Amendments shall be in compliance with applicable County, State and Federal regulations.
  - 8.1.5.2 The DPSS Director, or his/her designee, may without further action by County's Board of Supervisors prepare and sign Amendments to this Contract to update terms to reflect current County, State or Federal regulations or policies; and/or to increase or decrease the Maximum Contract Amount of no more than ten percent which is commensurate with an increase or decrease in the services being provided under this Contract.
  - 8.1.5.3 The DPSS Director, or his/her designee, shall obtain the approval of County Counsel for an Amendment to this Contract.

8.1.5.4 The DPSS Director, or his/her designee, will file a copy of all Amendments with the Executive Office of the County Board of Supervisors within fifteen (15) days after execution of each Amendment.

8.1.5.5 The County Board of Supervisors and the State of California have appropriated sufficient funds.

## **8.2 ASSIGNMENT AND DELEGATION**

8.2.1 The Contractor shall not assign its rights or delegate its duties under this Contract, or both, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this sub-paragraph, County consent shall require a written amendment to the Contract, which is formally approved and executed by the parties. Any payments by the County to any approved delegate or assignee on any claim under this Contract shall be deductible, at County's sole discretion, against the claims, which the Contractor may have against the County.

8.2.2 Shareholders, partners, members, or other equity holders of Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Contract, such disposition is an assignment requiring the prior written consent of County in accordance with applicable provisions of this Contract.

8.2.3 Any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, shall be a material breach of the Contract which may result in the termination of this Contract. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

### **8.3 AUTHORIZATION WARRANTY**

The Contractor represents and warrants that the person executing this Contract for the Contractor is an authorized agent who has actual authority to bind the Contractor to each and every term, condition, and obligation of this Contract and that all requirements of the Contractor have been fulfilled to provide such actual authority.

### **8.4 BUDGET REDUCTIONS**

In the event that the County's Board of Supervisors adopts, in any fiscal year, a County Budget which provides for reductions in the salaries and benefits paid to the majority of County employees and imposes similar reductions with respect to County Contracts, the County reserves the right to reduce its payment obligation under this Contract correspondingly for that fiscal year and any subsequent fiscal year during the term of this Contract (including any extensions), and the services to be provided by the Contractor under this Contract shall also be reduced correspondingly. The County's notice to the Contractor regarding said reduction in payment obligation shall be provided within thirty (30) calendar days of the Board's approval of such actions. Except as set forth in the preceding sentence, the Contractor shall continue to provide all of the services set forth in this Contract.

### **8.5 COMPLAINTS**

The Contractor shall develop, maintain and operate procedures for receiving, investigating and responding to complaints.

- 8.5.1 Within fifteen (15) business days after Contract effective date, the Contractor shall provide the County with the Contractor's policy for receiving, investigating and responding to user complaints.
- 8.5.2 The County will review the Contractor's policy and provide the Contractor with approval of said plan or with requested changes.
- 8.5.3 If the County requests changes in the Contractor's policy, the Contractor shall make such changes and resubmit the plan within five (5) business days for County approval.
- 8.5.4 If, at any time, the Contractor wishes to change the Contractor's policy, the Contractor shall submit proposed changes to the County for approval before implementation.

- 8.5.5 The Contractor shall preliminarily investigate all complaints and notify the County's Project Director of the status of the investigation within five (5) business days of receiving the complaint.
- 8.5.6 When complaints cannot be resolved informally, a system of follow-through shall be instituted which adheres to formal plans for specific actions and strict time deadlines.
- 8.5.7 Copies of all written responses shall be sent to the County's Contract Director within three (3) business days of mailing to the complainant.

## **8.6 COMPLIANCE WITH APPLICABLE LAW**

- 8.6.1 In the performance of this Contract, Contractor shall comply with all applicable federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures, and all provisions required thereby to be included in this Contract are hereby incorporated herein by reference. These shall include, but are not limited to:
  - 1. California Welfare & Institutions Code
  - 2. California Department of Social Services (CDSS) Manual of Policies and Procedures
  - 3. California Department of Social Services Operational Manual
  - 4. Social Security Act
  - 5. State Energy and Efficiency Plan (Title 24, California Administrative Code)
  - 6. Clean Air Act (42 U.S.C 7401-7671q)
  - 7. Federal Water Pollution Control Act (33 U.S.C 1251-1387) as amended
  - 8. Executive Order 11738 and Environmental Protection Agency Regulations (40 CFR Part 15)
  - 9. Equal Employment Opportunity (EEO) {Executive Order 11246 Amended by Executive Order 11375 and supplemented in Department of Labor Regulations, 41 CFR, Part 60}
  - 10. Various State regulations and releases listed on several attached Exhibits

8.6.2 Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with any such laws, rules, regulations, ordinances, directives, guidelines, policies, or procedures, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 8.6 shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction or other equitable relief, or make any admission, in each case, on behalf of County without County's prior written approval.

## **8.7 COMPLIANCE WITH CIVIL RIGHTS LAWS**

8.7.1 Contractor hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000 (e) (1) through 2000 (e) (17), to the end that no person shall, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical handicap, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract. Contractor shall comply with Exhibit D, "Contractor's EEO Certification" and Exhibit J, "Contractor's Non-Discrimination In-Service Statement."

8.7.2 In addition, Contractor shall abide by all provisions contained in the Civil Rights Training handbook. The Civil Rights Training Handbook incorporates the Civil Rights requirements and other mandated federal and State requirements that must be adhered to by DPSS, its

Contractors and subcontractors. They include, but are not limited to the following:

- Ensuring that public contact staff performing work under this Contract, attends the mandatory DPSS-provided Civil Rights training.
- Effectively identifying the Participant's designated/preferred language. This can be accomplished by using the DPSS Language Designation form (PA 481) or similar form the Contractor already has in place. See Attachment P. (Note: Similar forms that the Contractor uses must be forwarded to CMD for clearance).
- Ensuring that notices sent to Participants are in their respective designated/preferred language.
- Providing interpreters so that DPSS can ensure meaningful access to services for all Participants.
- Maintaining records that include any Civil Rights related correspondence pertaining to Participants.
- Ensuring that all complaints of discriminatory treatment, including alleged Americans with Disabilities Act (ADA) violations, are listed on an internal complaint log.
- Collecting data necessary to monitor compliance with Civil Rights requirements.

## **8.8 COMPLIANCE WITH THE COUNTY'S JURY SERVICE PROGRAM**

### **8.8.1 Jury Service Program:**

This Contract is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code, a copy of which is attached as Exhibit H and incorporated by reference into and made a part of this Contract.

### **8.8.2 Written Employee Jury Service Policy**

1. Unless the Contractor has demonstrated to the County's satisfaction either that the Contractor is not a

“Contractor” as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that the Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), the Contractor shall have and adhere to a written policy that provides that its Employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee’s regular pay the fees received for jury service.

2. For purposes of this sub-paragraph, “Contractor” means a person, partnership, corporation or other entity which has a contract with the County or a subcontract with a County Contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts. “Employee” means any California resident who is a full-time employee of the Contractor. “Full-time” means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If the Contractor uses any Subcontractor to perform services for the County under the Contract, the Subcontractor shall also be subject to the provisions of this sub-paragraph. The provisions of this sub-paragraph shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.
3. If the Contractor is not required to comply with the Jury Service Program when the Contract commences, the Contractor shall have a continuing obligation to review the applicability of its “exception status” from the Jury Service Program, and the Contractor shall immediately notify the County if the Contractor at any time either comes within the Jury Service Program’s definition of “Contractor” or if the Contractor no longer qualifies for an exception to the Jury Service Program. In either event, the Contractor shall immediately implement a

written policy consistent with the Jury Service Program. The County may also require, at any time during the Contract and at its sole discretion, that the Contractor demonstrate, to the County's satisfaction that the Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that the Contractor continues to qualify for an exception to the Program.

4. Contractor's violation of this sub-paragraph of the Contract may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract and/or bar the Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

## **8.9 CONFLICT OF INTEREST**

- 8.9.1 No County employee whose position with the County enables such employee to influence the award of this Contract or any competing Contract, and no spouse or economic dependent of such employee, shall be employed in any capacity by the Contractor or have any other direct or indirect financial interest in this Contract. No officer or employee of the Contractor who may financially benefit from the performance of work hereunder shall in any way participate in the County's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence the County's approval or ongoing evaluation of such work.
- 8.9.2 The Contractor shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Contract. The Contractor warrants that it is not now aware of any facts that create a conflict of interest. If the Contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to the County. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this sub-paragraph shall be a material breach of this Contract.

**8.10 CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFF/OR RE-EMPLOYMENT LIST**

Should the Contractor require additional or replacement personnel after the effective date of this Contract to perform the services set forth herein, the Contractor shall give first consideration for such employment openings to qualified, permanent County employees who are targeted for layoff or qualified, former County employees who are on a re-employment list during the life of this Contract. However, Contractor is only bound by this Section 8.10 to the extent that this Section 8.10 does not contradict State law, a preexisting Collective Bargaining Agreement or Contractor's Personnel Commission requirements.

**8.11 CONSIDERATION OF HIRING GAIN/GROW PARTICIPANTS**

8.11.1 Should the Contractor require additional or replacement personnel after the effective date of this Contract, the Contractor shall give consideration for any such employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet the Contractor's minimum qualifications for the open position. For this purpose, consideration shall mean that the Contractor will interview qualified candidates. The County will refer GAIN/GROW participants by job category to the Contractor. Contractors shall report all job openings with job requirements to: [GAINGROW@dpss.lacounty.gov](mailto:GAINGROW@dpss.lacounty.gov) to obtain a list of qualified GAIN/GROW job candidates. However, Contractor is only bound by this Section 8.11 to the extent that this Section 8.11 does not contradict State law, a preexisting Collective Bargaining Agreement or Contractor's Personnel Commission requirements.

8.11.2 In the event that both laid-off County employees and GAIN/GROW participants are available for hiring, County employees shall be given first priority.

**8.12 CONTRACTOR RESPONSIBILITY AND DEBARMENT****8.12.1 Responsible Contractor**

A responsible Contractor is a Contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is the County's policy to conduct business only with responsible Contractors.

#### 8.12.2 Chapter 2.202 of the County Code

The Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the Contractor on this or other contracts which indicates that the Contractor is not responsible, the County may, in addition to other remedies provided in the Contract, debar the Contractor from bidding or proposing on, or being awarded, and/or performing work on County contracts for a specified period of time, which generally will not exceed five years but may exceed five years or be permanent if warranted by the circumstances, and terminate any or all existing Contracts the Contractor may have with the County.

#### 8.12.3 Non-responsible Contractor

The County may debar a Contractor if the Board of Supervisors finds, in its discretion, that the Contractor has done any of the following: (1) violated a term of a contract with the County or a nonprofit corporation created by the County, (2) committed an act or omission which negatively reflects on the Contractor's quality, fitness or capacity to perform a contract with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the County or any other public entity.

#### 8.12.4 Contractor Hearing Board

1. If there is evidence that the Contractor may be subject to debarment, the Department will notify the Contractor in writing of the evidence which is the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.
2. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the Contractor

should be debarred, and, if so, the appropriate length of time of the debarment. The Contractor and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.

3. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.
4. If a Contractor has been debarred for a period longer than five (5) years, that Contractor may after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the County.
5. The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) the Contractor has been debarred for a period longer than five (5) years; (2) the debarment has been in effect for at least five (5) years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

6. The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

#### **8.12.5 Subcontractors of Contractor**

These terms shall also apply to Subcontractors of County Contractors.

### **8.13 CONTRACTOR'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW**

The Contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Contractor understands that it is the County's policy to encourage all County Contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at the Contractor's place of business. The Contractor will also encourage its Subcontractors, if any, to post this poster in a prominent position in the Subcontractor's place of business. The County's Department of Children and Family Services will supply the Contractor with the poster to be used. Information on how to receive the poster can be found on the Internet at [www.babysafela.org](http://www.babysafela.org).

### **8.14 CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM**

8.14.1 The Contractor acknowledges that the County has established a goal of ensuring that all individuals who benefit financially from the County through Contract are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.

8.14.2 As required by the County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting the Contractor's duty under this Contract to comply with all applicable provisions of law, the Contractor warrants that it is now in compliance and shall during the term of this Contract maintain in compliance with employment and wage reporting requirements as required by the Federal Social

Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

#### **8.15 COUNTY'S QUALITY ASSURANCE PLAN**

The County or its agent will evaluate the Contractor's performance under this Contract on not less than an annual basis. Such evaluation will include assessing the Contractor's compliance with all Contract terms and conditions and performance standards. Contractor deficiencies which the County determines are severe or continuing and that may place performance of the Contract in jeopardy if not corrected will be reported to the Board of Supervisors.

The report will include improvement/corrective action measures taken by the County and the Contractor. If improvement does not occur consistent with the corrective action measures, the County may terminate this Contract or impose other penalties as specified in this Contract.

#### **8.16 DAMAGE TO COUNTY FACILITIES, BUILDINGS OR GROUNDS**

8.16.1 The Contractor shall repair, or cause to be repaired, at its own cost, any and all damage to County facilities, buildings, or grounds caused by the Contractor or employees or agents of the Contractor. Such repairs shall be made immediately after the Contractor has become aware of such damage, but in no event later than thirty (30) days after the occurrence.

8.16.2 If the Contractor fails to make timely repairs, County may make any necessary repairs. All costs incurred by County, as determined by County, for such repairs shall be repaid by the Contractor by cash payment upon demand.

#### **8.17 EMPLOYMENT ELIGIBILITY VERIFICATION**

8.17.1 The Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. The Contractor shall obtain, from all employees performing work hereunder, all verification

and other documentation of employment eligibility status required by Federal and State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, (P.L. 99-603), or as they currently exist and as they may be hereafter amended. The Contractor shall retain all such documentation for all covered employees for the period prescribed by law.

8.17.2 The Contractor shall indemnify, defend, and hold harmless, the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the Contractor or the County or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.

## **8.18 FACSIMILE REPRESENTATIONS**

The County and the Contractor hereby agree to regard facsimile representations of original signatures of authorized officers of each party, when appearing in appropriate places on the Amendments prepared pursuant to sub-paragraph 8.1, and received via communications facilities, as legally sufficient evidence that such original signatures have been affixed to Amendments to this Contract, such that the parties need not follow up facsimile transmissions of such documents with subsequent (non-facsimile) transmission of "original" versions of such documents.

## **8.19 FAIR LABOR STANDARDS**

The Contractor shall comply with all applicable provisions of the Federal Fair Labor Standards Act and shall indemnify, defend, and hold harmless the County and its agents, officers, and employees from any and all liability, including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law, including, but not limited to, the Federal Fair Labor Standards Act, for work performed by the Contractor's employees for which the County may be found jointly or solely liable.

## **8.20 FORCE MAJEURE**

8.20.1 Neither party shall be liable for such party's failure to perform its obligations under and in accordance with this Contract, if such failure arises out of fires, floods, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by such

party or any of such party's subcontractors), freight embargoes, or other similar events to those described above, but in every such case the failure to perform must be totally beyond the control and without any fault or negligence of such party (such events are referred to in this sub-paragraph as "force majeure events").

8.20.2 Notwithstanding the foregoing, a default by a subcontractor of Contractor shall not constitute a force majeure event, unless such default arises out of causes beyond the control of both Contractor and such subcontractor, and without any fault or negligence of either of them. In such case, Contractor shall not be liable for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit Contractor to meet the required performance schedule. As used in this sub-paragraph, the term "subcontractor" and "subcontractors" mean subcontractors at any tier.

8.20.3 In the event Contractor's failure to perform arises out of a force majeure event, Contractor agrees to use commercially reasonable best efforts to obtain goods or services from other sources, if applicable, and to otherwise mitigate the damages and reduce the delay caused by such force majeure event.

## **8.21 GOVERNING LAW, JURISDICTION, AND VENUE**

This Contract shall be governed by, and construed in accordance with, the laws of the State of California. The Contractor agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Contract and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles.

## **8.22 INDEPENDENT CONTRACTOR STATUS**

8.22.1 This Contract is by and between the County and the Contractor and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the County and the Contractor. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.

8.22.2 The Contractor shall be solely liable and responsible for providing to, or on behalf of, all persons performing work

pursuant to this Contract all compensation and benefits. The County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of the Contractor.

8.22.3 The Contractor understands and agrees that all persons performing work pursuant to this Contract are, for purposes of Workers' Compensation liability, solely employees of the Contractor and not employees of the County. The Contractor shall be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of the Contractor pursuant to this Contract.

8.22.4 The Contractor shall adhere to the provisions stated in subparagraph 7.6 - Confidentiality.

## **8.23 INDEMNIFICATION**

The Contractor shall indemnify, defend and hold harmless the County, its Special Districts, elected and appointed officers, employees, agents and volunteers ("County Indemnitees") from and against any and all liability, including but not limited to demands, claims, actions, fees, costs and expenses (including attorney and expert witness fees), arising from and/or relating to this Contract, except for such loss or damage arising from the sole negligence or willful misconduct of the County Indemnitees.

## **8.24 GENERAL PROVISIONS FOR ALL INSURANCE COVERAGE**

Without limiting Contractor's indemnification of County, and in the performance of this Contract and until all of its obligations pursuant to this Contract have been met, Contractor shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in Sections 8.24 and 8.25 of this Contract. These minimum insurance coverage terms, types and limits (the "Required Insurance") also are in addition to and separate from any other contractual obligation imposed upon Contractor pursuant to this Contract. The County in no way warrants that the Required Insurance is sufficient to protect the Contractor for liabilities which may arise from or relate to this Contract.

## 8.24.1 Evidence of Coverage and Notice to County

- Certificate(s) of insurance coverage (Certificate) satisfactory to County, and a copy of an Additional Insured endorsement confirming County and its Agents (defined below) has been given Insured status under the Contractor's General Liability policy, shall be delivered to County at the address shown below and provided prior to commencing services under this Contract.
- Renewal Certificates shall be provided to County not less than ten (10) days prior to Contractor's policy expiration dates. If certificates are not available within that timeframe, LACOE shall provide a binder of coverage document confirming that new insurance will be in place as of July 1. The County reserves the right to obtain complete, certified copies of any required Contractor and/or Sub-Contractor insurance policies at any time.
- Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Contract by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match the name of the Contractor identified as the contracting party in this Contract. Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand (\$50,000.00) dollars, and list any County required endorsement forms.
- Neither the County's failure to obtain, nor the County's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by the Contractor, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions.

Certificates and copies of any required endorsements shall be sent to the attention of the CCA at:

**Department of Public Social Services  
Contract Management Division (Section V)  
12900 Crossroads Parkway South, 2<sup>nd</sup> Floor  
City of Industry, CA 91746-3411**

Contractor also shall promptly report to County any injury or property damage accident or incident, including any injury to a Contractor employee occurring on County property, and any loss, disappearance, destruction, misuse, or theft of County property, monies or securities entrusted to Contractor. Contractor also shall promptly notify County of any third party claim or suit filed against Contractor or any of its Sub-Contractors which arises from or relates to this Contract, and could result in the filing of a claim or lawsuit against Contractor and/or County.

#### **8.24.2 Additional Insured Status and Scope of Coverage**

The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers (collectively County and its Agents) shall be provided additional insured status under Contractor's General Liability policy with respect to liability arising out of Contractor's ongoing and completed operations performed on behalf of the County. County and its Agents additional insured status shall apply with respect to liability and defense of suits arising out of the Contractor's acts or omissions, whether such liability is attributable to the Contractor or to the County. The full policy limits and scope of protection also shall apply to the County and its Agents as an additional insured, even if they exceed the County's minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.

#### **8.24.3 Cancellation of or Changes in Insurance**

Contractor shall provide County with, or Contractor's insurance policies shall contain a provision that County shall receive, written notice of cancellation or any change in Required Insurance, including insurer, limits of coverage, term of coverage or policy period. The written notice shall be provided to County at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30)

days in advance for any other cancellation or policy change. Failure to provide written notice of cancellation or any change in Required Insurance may constitute a material breach of the Contract, in the sole discretion of the County, upon which the County may suspend or terminate this Contract.

#### **8.24.4 Failure to Maintain Insurance**

Contractor's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of the Contract, upon which County immediately may withhold payments due to Contractor, and/or suspend or terminate this Contract. County, at its sole discretion, may obtain damages from Contractor resulting from said breach. Alternatively, the County may purchase the Required Insurance, and without further notice to Contractor, deduct the premium cost from sums due to Contractor or pursue Contractor reimbursement.

#### **8.24.5 Insurer Financial Ratings**

Coverage shall be placed with insurers acceptable to the County with A.M. Best ratings of not less than A:VII unless otherwise approved by County.

#### **8.24.6 Contractor's Insurance Shall Be Primary**

Contractor's insurance policies, with respect to any claims related to this Contract, shall be primary with respect to all other sources of coverage available to Contractor. Any County maintained insurance or self-insurance coverage shall be in excess of and not contribute to any Contractor coverage.

#### **8.24.7 Waivers of Subrogation**

To the fullest extent permitted by law, the Contractor hereby waives its rights and its insurer(s)' rights of recovery against County under all the Required Insurance for any loss arising from or relating to this Contract. The Contractor shall require its insurers to execute any waiver of subrogation endorsements which may be necessary to effect such waiver.

**8.24.8 Sub-Contractor Insurance Coverage Requirements**

Contractor shall include all Sub-Contractors as insureds under Contractor's own policies, or shall provide County with each Sub-Contractor's separate evidence of insurance coverage. Contractor shall be responsible for verifying each Sub-Contractor complies with the Required Insurance provisions herein, and shall require that each Sub-Contractor name the County and Contractor as additional insureds on the Sub-Contractor's General Liability policy. Contractor shall obtain County's prior review and approval of any Sub-Contractor request for modification of the Required Insurance.

**8.24.9 Deductibles and Self-Insured Retentions (SIRs)**

Contractor's policies shall not obligate the County to pay any portion of any Contractor deductible or SIR. The County retains the right to require Contractor to reduce or eliminate policy deductibles and SIRs as respects the County, or to provide a bond guaranteeing Contractor's payment of all deductibles and SIRs, including all related claims investigation, administration and defense expenses. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

**8.24.10 Claims Made Coverage**

If any part of the Required Insurance is written on a claims made basis, any policy retroactive date shall precede the effective date of this Contract. Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following Contract expiration, termination or cancellation.

**8.24.11 Application of Excess Liability Coverage**

Contractors may use a combination of primary, and excess insurance policies which provide coverage as broad as the underlying primary policies, to satisfy the Required Insurance provisions.

**8.24.12 Separation of Insureds**

All liability policies shall provide cross-liability coverage as would be afforded by the standard ISO (Insurance Services Office, Inc.) separation of insureds provision with no insured versus insured exclusions or limitations.

**8.24.13 Alternative Risk Financing Programs**

The County reserves the right to review, and then approve, Contractor use of self-insurance, risk retention groups, risk purchasing groups, pooling arrangements and captive insurance to satisfy the Required Insurance provisions. The County and its Agents shall be designated as an Additional Covered Party under any approved program.

**8.24.14 County Review and Approval of Insurance Requirements**

The County reserves the right to review and adjust the Required Insurance provisions, conditioned upon County's determination of changes in risk exposures.

**8.24.15 Compensation for County Costs**

In the event that the Contractor fails to comply with any of the indemnification or insurance requirements of this Contract, and such failure to comply results in any costs to the County, the Contractor shall pay full compensation for all costs incurred by the County.

**8.25 INSURANCE COVERAGE**

**8.25.1 Commercial General Liability** insurance (providing scope of coverage equivalent to ISO policy form CG 00 01), naming County and its Agents as an additional insured, with limits of not less than:

|  |             |
|--|-------------|
| General Aggregate:                       | \$2 million |
| Products/Completed Operations Aggregate: | \$1 million |
| Personal and Advertising Injury:         | \$1 million |
| Each Occurrence:                         | \$1 million |

**8.25.2 Automobile Liability** insurance (providing scope of coverage equivalent to ISO policy form CA 00 01) with limits of not less than \$1 million for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Insurance shall cover liability arising out of Contractor's use of autos pursuant to this Contract, including owned, leased, hired, and/or non-owned autos, as each may be applicable.

### 8.25.3 Workers Compensation and Employers' Liability

Insurance or qualified self-insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than \$1 million per accident. If Contractor will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage also shall include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the County as the Alternate Employer, and the endorsement form shall be modified to provide that County will receive not less than thirty (30) days advance written notice of cancellation of this coverage provision. If applicable to Contractor's operations, coverage also shall be arranged to satisfy the requirements of any Federal workers or workmen's compensation law or any Federal occupational disease law.

In all cases, the above insurance also shall include Employers' Liability coverage with limits of not less than the following:

|                          |             |
|--------------------------|-------------|
| Each Accident:           | \$1 million |
| Disease - policy limit:  | \$1 million |
| Disease - each employee: | \$1 million |

### 8.25.4 Unique Insurance Coverage

#### ▪ Crime Coverage

A fidelity Bond on Crime Insurance policy with limits of no less than \$20,000 per occurrence. Such coverage shall protect against all loss of money, securities, or other valuable property entrusted by County to Contractor, and apply to all of Contractor's directors, officers, agents and employees who regularly handle or have responsibility for such money, securities, or property. The County and its Agents shall be named as an Additional Insured and Loss Payee as its interest may appear. This insurance shall include third party fidelity coverage, include coverage for loss due to theft, mysterious disappearance, and computer fraud/theft, and shall not contain a requirement for an arrest and/or conviction.

- **Property Coverage**

Contractors given exclusive use of County owned or leased property shall carry property coverage at least as broad as that provided by the ISO special causes of loss (ISO policy form CP 10 30) form. The County and its Agents shall be named as an Additional Insured and Loss Payee on Contractor's insurance as its interests may appear. Automobiles and mobile equipment shall be insured for their actual cash value. Real property and all other personal property shall be insured for their full replacement value.

## **8.26 LIQUIDATED DAMAGES**

8.26.1 If, in the judgment of the Department Head, or his/her designee, the Contractor is deemed to be non-compliant with the terms and obligations assumed hereby, the Department Head, or his/her designee, at his/her option, in addition to, or in lieu of, other remedies provided herein, may withhold the entire monthly payment or deduct pro rata from the Contractor's invoice for work not performed. A description of the work not performed and the amount to be withheld or deducted from payments to the Contractor from the County, will be forwarded to the Contractor by the Department Head, or his/her designee, in a written notice describing the reasons for said action.

8.26.2 If the Department Head, or his/her designee, determines that there are deficiencies in the performance of this Contract that the Department Head, or his/her designee, deems are correctable by the Contractor over a certain time span, the Department Head, or his/her designee, will provide a written notice to the Contractor to correct the deficiency within specified time frames. Should the Contractor fail to correct deficiencies within said time frame, the Department Head, or his/her designee, may: (a) Deduct from the Contractor's payment, pro rata, those applicable portions of the Monthly Contract Sum; and/or (b) Deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the Contractor to correct a deficiency within the specified time frame. The parties hereby agree that under the current circumstances a reasonable estimate of such damages is specified in the Performance Requirements Summary (PRS) Chart, as defined in Exhibit A, Technical Exhibit 1, hereunder, and that the Contractor shall be liable to the County for

liquidated damages in said amount. Said amount shall be deducted from the County's payment to the Contractor; and/or (c) Upon giving five (5) days' notice to the Contractor for failure to correct the deficiencies, the County may correct any and all deficiencies and the total costs incurred by the County for completion of the work by an alternate source, whether it be County forces or separate private contractor, will be deducted and forfeited from the payment to the Contractor from the County, as determined by the County.

8.26.3 The action noted in sub-paragraph 8.26.2 shall not be construed as a penalty, but as adjustment of payment to the Contractor to recover the County cost due to the failure of the Contractor to complete or comply with the provisions of this Contract.

8.26.4 This sub-paragraph shall not, in any manner, restrict or limit the County's right to damages for any breach of this Contract provided by law or as specified in the PRS or sub-paragraph 8.26.2, and shall not, in any manner, restrict or limit the County's right to terminate this Contract as agreed to herein.

## **8.27 MOST FAVORED PUBLIC ENTITY**

If the Contractor's prices decline, or should the Contractor at any time during the term of this Contract provide the same goods or services under similar quantity and delivery conditions to the State of California or any county, municipality, or district of the State at prices below those set forth in this Contract, then such lower prices shall be immediately extended to the County.

## **8.28 NONDISCRIMINATION AND AFFIRMATIVE ACTION**

8.28.1 The Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and shall be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.

8.28.2 The Contractor shall certify to, and comply with, the provisions of Exhibit D - Contractor's EEO Certification.

8.28.3 The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated

during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

- 8.28.4 The Contractor certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.
- 8.28.5 The Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.
- 8.28.6 The Contractor shall allow County representatives access to the Contractor's employment records during regular business hours to verify compliance with the provisions of this sub-paragraph 8.28 when so requested by the County.
- 8.28.7 If the County finds that any provisions of this sub-paragraph 8.28 have been violated, such violation shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract.

While the County reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment and Housing Commission or the Federal Equal Employment Opportunity Commission that the Contractor has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by the County that the Contractor has violated the anti-discrimination provisions of this Contract.

8.28.8 The parties agree that in the event the Contractor violates any of the anti-discrimination provisions of this Contract, the County shall, at its sole option, be entitled to the sum of Five Hundred Dollars (\$500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Contract.

## **8.29 NON EXCLUSIVITY**

Nothing herein is intended nor shall be construed as creating any exclusive arrangement with the Contractor. This Contract shall not restrict (Department) from acquiring similar, equal or like goods and/or services from other entities or sources.

## **8.30 NOTICE OF DELAYS**

Except as otherwise provided under this Contract, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Contract, that party shall, within one (1) business day, give notice thereof, including all relevant information with respect thereto, to the other party.

## **8.31 NOTICE OF DISPUTES**

The Contractor shall bring to the attention of the County's Contract Manager and/or County's Contract Director any dispute between the County and the Contractor regarding the performance of services as stated in this Contract. If the County's Contract Manager or County's Contract Director is not able to resolve the dispute, the Department's Director or designee shall resolve it.

## **8.32 NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT**

The Contractor shall notify its employees, and shall require each Subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the Federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice No. 1015.

## **8.33 NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW**

The Contractor shall notify and provide to its employees, and shall require each Subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to

safely surrender a baby. The fact sheet is set forth in Exhibit I of this Contract and is also available on the Internet at [www.babysafela.org](http://www.babysafela.org) for printing purposes.

## **8.34 NOTICES**

All notices or demands required or permitted to be given or made under this Contract shall be in writing and shall be hand delivered with signed receipt or mailed by first-class registered or certified mail, postage prepaid, addressed to the parties as identified in Exhibits E - County's Administration and F - Contractor's Administration. Addresses may be changed by either party giving ten (10) days' prior written notice thereof to the other party. The Director or his/her designee shall have the authority to issue all notices or demands required or permitted by the County under this Contract.

## **8.35 PROHIBITION AGAINST INDUCEMENT OR PERSUASION**

Notwithstanding the above, the Contractor and the County agree that, during the term of this Contract and for a period of one year thereafter, neither party shall in any way intentionally induce or persuade any employee of one party to become an employee or agent of the other party. No bar exists against any hiring action initiated through a public announcement.

## **8.36 PUBLIC RECORDS ACT**

8.36.1 Any documents submitted by the Contractor; all information obtained in connection with the County's right to audit and inspect the Contractor's documents, books, and accounting records pursuant to sub-paragraph 8.38 - Record Retention and Inspection/Audit Settlement of this Contract; as well as those documents which were required to be submitted in response to the Request for Proposals (RFP) used in the solicitation process for this Contract, become the exclusive property of the County. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 et seq. (Public Records Act) and which are marked "trade secret," "confidential," or "proprietary." The County shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

8.36.2 In the event the County is required to defend an action on a Public Records Act request for any of the aforementioned

documents, information, books, records, and/or contents of a proposal marked "trade secret," "confidential," or "proprietary," the Contractor agrees to defend and indemnify the County from all costs and expenses, including reasonable attorney's fees, in action or liability arising under the Public Records Act.

## **8.37 PUBLICITY**

8.37.1 The Contractor shall not disclose any details in connection with this Contract to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing the Contractor's need to identify its services and related clients to sustain itself, the County shall not inhibit the Contractor from publishing its role under this Contract within the following conditions:

- The Contractor shall develop all publicity material in a professional manner; and
- During the term of this Contract, the Contractor shall not, and shall not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of the County without the prior written consent of the County's Contract Director. The County shall not unreasonably withhold written consent.

8.37.2 The Contractor may, without the prior written consent of County, indicate in its proposals and sales materials that it has been awarded this Contract with the County of Los Angeles, provided that the requirements of this subparagraph 8.37 shall apply.

## **8.38 RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT**

The Contractor shall maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance with generally accepted accounting principles. The Contractor shall also maintain accurate and complete employment and other records relating to its performance of this Contract. The Contractor agrees that the County, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or record relating to this Contract. All such material, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and other time and employment records, and proprietary data and information, shall be

kept and maintained by the Contractor and shall be made available to the County during the term of this Contract and for a period of five (5) years thereafter unless the County's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by the Contractor at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the County's option, the Contractor shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.

8.38.1 In the event that an audit of the Contractor is conducted specifically regarding this Contract by any Federal or State auditor, or by any auditor or accountant employed by the Contractor or otherwise, then the Contractor shall file a copy of such audit report with the County's Auditor-Controller within thirty (30) days of the Contractor's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Contract. Subject to applicable law, the County shall make a reasonable effort to maintain the confidentiality of such audit report(s).

8.38.2 Failure on the part of the Contractor to comply with any of the provisions of this sub-paragraph 8.38 shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract.

8.38.3 If, at any time during the term of this Contract or within five (5) years after the expiration or termination of this Contract, representatives of the County conduct an audit of the Contractor regarding the work performed under this Contract, and if such audit finds that the County's dollar liability for any such work is less than payments made by the County to the Contractor, then the difference shall be either: a) repaid by the Contractor to the County by cash payment upon demand or b) at the sole option of the County's Auditor-Controller, deducted from any amounts due to the Contractor from the County, whether under this Contract or otherwise. If such audit finds that the County's dollar liability for such work is more than the payments made by the County to the Contractor, then the difference shall be paid to the Contractor by the County by cash payment, provided that in no event shall the County's maximum obligation for this Contract exceed the funds appropriated by the County for the purpose of this Contract.

**8.39 RECYCLED BOND PAPER**

Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at the County landfills, the Contractor agrees to use recycled-content paper to the maximum extent possible on this Contract.

**8.40 SUBCONTRACTING**

8.40.1 The requirements of this Contract may not be subcontracted by the Contractor **without the advance approval of the County**. Any attempt by the Contractor to subcontract without the prior consent of the County may be deemed a material breach of this Contract.

8.40.2 If the Contractor desires to subcontract, the Contractor shall provide the following information promptly at the County's request:

- A description of the work to be performed by the Subcontractor;
- A draft copy of the proposed subcontract; and
- Other pertinent information and/or certifications requested by the County.

8.40.3 The Contractor shall indemnify and hold the County harmless with respect to the activities of each and every Subcontractor in the same manner and to the same degree as if such Subcontractor(s) were the Contractor employees.

8.40.4 The Contractor shall remain fully responsible for all performances required of it under this Contract, including those that the Contractor has determined to subcontract, notwithstanding the County's approval of the Contractor's proposed subcontract.

8.40.5 The County's consent to subcontract shall not waive the County's right to prior and continuing approval of any and all personnel, including Subcontractor employees, providing services under this Contract. The Contractor is responsible to notify its Subcontractors of this County right.

8.40.6 The County's Contract Director is authorized to act for and on behalf of the County with respect to approval of any subcontract and Subcontractor employees. After approval

of the subcontract by the County, Contractor shall forward a fully executed subcontract to the County for their files.

- 8.40.7 The Contractor shall be solely liable and responsible for all payments or other compensation to all Subcontractors and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding the County's consent to subcontract.
- 8.40.8 The Contractor shall obtain certificates of insurance, which establish that the Subcontractor maintains all the programs of insurance required by the County from each approved Subcontractor. The Contractor shall ensure delivery of all such documents to:

**Department of Public Social Services  
Contract Management Division  
12900 Crossroads Parkway South, 2<sup>nd</sup> Floor  
City of Industry, CA 91746-3411  
Attention: County Contract Administrator**

before any Subcontractor employee may perform any work hereunder.

**8.41 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM**

Failure of the Contractor to maintain compliance with the requirements set forth in sub-paragraph 8.14 - Contractor's Warranty of Adherence to County's Child Support Compliance Program, shall constitute default under this Contract. Without limiting the rights and remedies available to the County under any other provision of this Contract, failure of the Contractor to cure such default within ninety (90) calendar days of written notice shall be grounds upon which the County may terminate this Contract pursuant to sub-paragraph 8.43 - Termination for Default and pursue debarment of the Contractor, pursuant to County Code Chapter 2.202.

**8.42 TERMINATION FOR CONVENIENCE**

- 8.42.1 This Contract may be terminated, in whole or in part, from time to time, when such action is deemed by the County, in its sole discretion, to be in its best interest. Termination of work hereunder shall be effected by notice of termination to the Contractor specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such

termination becomes effective shall be no less than ten (10) days after the notice is sent.

8.42.2 After receipt of a notice of termination and except as otherwise directed by the County, the Contractor shall:

- Stop work under this Contract on the date and to the extent specified in such notice; and
- Complete performance of such part of the work as shall not have been terminated by such notice.

8.42.3 All material including books, records, documents, or other evidence bearing on the costs and expenses of the Contractor under this Contract shall be maintained by the Contractor in accordance with sub-paragraph 8.38, Record Retention and Inspection/Audit Settlement.

## **8.43 TERMINATION FOR DEFAULT**

8.43.1 The County may, by written notice to the Contractor, terminate the whole or any part of this Contract, if, in the judgment of County's Contract Director:

- Contractor has materially breached this Contract; or
- Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Contract; or
- Contractor fails to demonstrate a high probability of timely fulfillment of performance requirements under this Contract, or of any obligations of this Contract and in either case, fails to demonstrate convincing progress toward a cure within five (5) working days (or such longer period as the County may authorize in writing) after receipt of written notice from the County specifying such failure.

8.43.2 In the event that the County terminates this Contract in whole or in part as provided in sub-paragraph 8.43.1, the County may procure, upon such terms and in such manner as the County may deem appropriate, goods and services similar to those so terminated. The Contractor shall be liable to the County for any and all excess costs incurred by the County, as determined by the County, for such similar goods and services. The Contractor shall continue the

performance of this Contract to the extent not terminated under the provisions of this sub-paragraph.

8.43.3 Except with respect to defaults of any Subcontractor, the Contractor shall not be liable for any such excess costs of the type identified in sub-paragraph 8.43.2 if its failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a Subcontractor, and if such default arises out of causes beyond the control of both the Contractor and Subcontractor, and without the fault or negligence of either of them, the Contractor shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the Subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required performance schedule. As used in this sub-paragraph, the term "Subcontractor(s)" means Subcontractor(s) at any tier.

8.43.4 If, after the County has given notice of termination under the provisions of this sub-paragraph 8.43, it is determined by the County that the Contractor was not in default under the provisions of this sub-paragraph 8.43, or that the default was excusable under the provisions of sub-paragraph 8.43.3, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to sub-paragraph 8.42 - Termination for Convenience.

8.43.5 The rights and remedies of the County provided in this sub-paragraph 8.43 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

## **8.44 TERMINATION FOR IMPROPER CONSIDERATION**

8.44.1 The County may, by written notice to the Contractor, immediately terminate the right of the Contractor to proceed under this Contract if it is found that consideration, in any

form, was offered or given by the Contractor, either directly or through an intermediary, to any County officer, employee, or agent with the intent of securing this Contract or securing favorable treatment with respect to the award, amendment, or extension of this Contract or the making of any determinations with respect to the Contractor's performance pursuant to this Contract. In the event of such termination, the County shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of default by the Contractor.

8.44.2 The Contractor shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.

8.44.3 Among other items, such improper consideration may take the form of cash, discounts, services, the provision of travel or entertainment, or tangible gifts.

## **8.45 TERMINATION FOR INSOLVENCY**

8.45.1 The County may terminate this Contract forthwith in the event of the occurrence of any of the following:

- Insolvency of the Contractor. The Contractor shall be deemed to be insolvent if it has ceased to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not the Contractor is insolvent within the meaning of the Federal Bankruptcy Code;
- The filing of a voluntary or involuntary petition regarding the Contractor under the Federal Bankruptcy Code;
- The appointment of a Receiver or Trustee for the Contractor; or
- The execution by the Contractor of a general assignment for the benefit of creditors.

8.45.2 The rights and remedies of the County provided in this subparagraph 8.45 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

**8.46 TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE**

The Contractor, and each County Lobbyist or County Lobbying firm as defined in County Code Section 2.160.010 retained by the Contractor, shall fully comply with the County's Lobbyist Ordinance, County Code Chapter 2.160. Failure on the part of the Contractor or any County Lobbyist or County Lobbying firm retained by the Contractor to fully comply with the County's Lobbyist Ordinance shall constitute a material breach of this Contract, upon which the County may in its sole discretion, immediately terminate or suspend this Contract.

**8.47 TERMINATION FOR NON-APPROPRIATION OF FUNDS**

Notwithstanding any other provision of this Contract, the County shall not be obligated for the Contractor's performance hereunder or by any provision of this Contract during any of the County's future fiscal years unless and until the County's Board of Supervisors appropriates funds for this Contract in the County's Budget for each such future fiscal year. In the event that funds are not appropriated for this Contract, then this Contract shall terminate as of June 30 of the last fiscal year for which funds were appropriated. The County shall notify the Contractor in writing of any such non-allocation of funds at the earliest possible date.

**8.48 VALIDITY**

If any provision of this Contract or the application thereof to any person or circumstance is held invalid, the remainder of this Contract and the application of such provision to other persons or circumstances shall not be affected thereby.

**8.49 WAIVER**

No waiver by the County of any breach of any provision of this Contract shall constitute a waiver of any other breach or of such provision. Failure of the County to enforce at any time, or from time to time, any provision of this Contract shall not be construed as a waiver thereof. The rights and remedies set forth in this subparagraph 8.49 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

**8.50 WARRANTY AGAINST CONTINGENT FEES**

8.50.1 The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon any Contract or understanding for a

commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business.

8.50.2 For breach of this warranty, the County shall have the right to terminate this Contract and, at its sole discretion, deduct from the Contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

**8.51 WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM**

Contractor acknowledges that County has established a goal of ensuring that all individuals and businesses that benefit financially from County through contract are current in paying their property tax obligations (secured and unsecured roll) in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

Unless Contractor qualifies for an exemption or exclusion, Contractor warrants and certifies that to the best of its knowledge it is now in compliance, and during the term of this contract will maintain compliance, with Los Angeles County Code Chapter 2.206.

**8.52 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM**

Failure of Contractor to maintain compliance with the requirements set forth in Paragraph 8.51 "Warranty of Compliance with County's Defaulted Property Tax Reduction Program" shall constitute default under this contract. Without limiting the rights and remedies available to County under any other provision of this contract, failure of Contractor to cure such default within 10 days of notice shall be grounds upon which County may terminate this contract and/or pursue debarment of Contractor, pursuant to County Code Chapter 2.206.

**8.53 TIME OFF FOR VOTING**

The Contractor shall notify its employees, and shall require each subcontractor to notify and provide to its employees, information regarding the time off for voting law (Elections Code Section 14000). Not less than 10 days before every statewide election, every Contractor and subcontractors shall keep posted

conspicuously at the place of work, if practicable, or elsewhere where it can be seen as employees come or go to their place of work, a notice setting forth the provisions of Section 14000.

## **9.0 UNIQUE TERMS AND CONDITIONS**

### **9.1 PATENT, COPYRIGHT AND TRADE SECRET INDEMNIFICATION**

9.1.1 The Contractor shall indemnify, hold harmless and defend County from and against any and all liability, damages, costs, and expenses, including, but not limited to, defense costs and attorneys' fees, for or by reason of any actual or alleged infringement of any third party's patent or copyright, or any actual or alleged unauthorized trade secret disclosure, arising from or related to the operation and utilization of the Contractor's work under this Contract. County shall inform the Contractor as soon as practicable of any claim or action alleging such infringement or unauthorized disclosure, and shall support the Contractor's defense and settlement thereof.

9.1.2 In the event any equipment, part thereof, or software product becomes the subject of any complaint, claim, or proceeding alleging infringement or unauthorized disclosure, such that County's continued use of such item is formally restrained, enjoined, or subjected to a risk of damages, the Contractor, at its sole expense, and providing that County's continued use of the system is not materially impeded, shall either:

- Procure for County all rights to continued use of the questioned equipment, part, or software product; or
- Replace the questioned equipment, part, or software product with a non-questioned item; or
- Modify the questioned equipment, part, or software so that it is free of claims.

9.1.3 The Contractor shall have no liability if the alleged infringement or unauthorized disclosure is based upon a use of the questioned product, either alone or in combination with other items not supplied by the Contractor, in a manner for which the questioned product was not designed nor intended.

## 9.2 CONTRACTOR'S CHARITABLE ACTIVITIES COMPLIANCE

The Supervision of Trustees and Fundraisers for Charitable Purposes Act regulates entities receiving or raising charitable contributions. The "Nonprofit Integrity Act of 2004" (SB 1262, Chapter 919) increased Charitable Purposes Act requirements. By requiring Contractors to complete the Charitable Contributions Certification, Exhibit P, the County seeks to ensure that all County contractors which receive or raise charitable contributions comply with California law in order to protect the County and its taxpayers. A Contractor which receives or raises charitable contributions without complying with its obligations under California law commits a material breach subjecting it to either contract termination or debarment proceedings or both. (County Code Chapter 2.202)

## 9.3 DATA DESTRUCTION

Contractor(s) and Vendor(s) that have maintained, processed, or stored the County of Los Angeles' ("County") data and/or information, implied or expressed, have the sole responsibility to certify that the data and information have been appropriately destroyed consistent with the National Institute of Standards and Technology (NIST) Special Publication SP 800-88 titled *Guidelines for Media Sanitization*. Available at:

<http://csrc.nist.gov/publications/PubsDrafts.html#SP-800-88 Rev.%201>

The data and/or information may be stored on purchased, leased, or rented electronic storage equipment (e.g., printers, hard drives) and electronic devices (e.g., servers, workstations) that are geographically located within the County, or external to the County's boundaries. The County must receive within ten (10) business days, a signed document from Contractor(s) and Vendor(s) that certifies and validates the data and information were placed in one or more of the following stored states: unusable, unreadable, and indecipherable.

Vendor shall certify that any County data stored on purchased, leased, or rented electronic storage equipment and electronic devices, including, but not limited to printers, hard drives, servers, and/or workstations are destroyed consistent with the current National Institute of Standard and Technology (NIST) Special Publication SP-800-88, *Guidelines for Media Sanitization*. Vendor shall provide County with written certification, within ten (10) business days of removal of any electronic storage equipment and devices, that validates that any and all County data was destroyed and is unusable, unreadable, and/or undecipherable.

#### **9.4 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION – LOWER TIER COVERED TRANSACTIONS (45 C.F.R. PART 76)**

Contractor hereby acknowledges that the County is prohibited from contracting with and making sub-awards to parties that are suspended, debarred, ineligible, or excluded or whose principals are suspended, debarred, ineligible, or excluded from securing federally funded Contracts.

By executing this Contract, Contractor certifies that neither it nor any of its owners, officers, partners, directors, or other principals is currently suspended, debarred, ineligible, or excluded from securing federally funded Contracts. Further by executing this Contract Contractor certifies that, to its knowledge, none of its Subcontractors, at any tier, or any owner, officer, partner, director or other principal of any Subcontractors is currently suspended, debarred, ineligible, or excluded from securing federally funded Contracts. Contractor shall immediately notify County in writing, during the term of this Contract, should it or any of its Subcontractors or any principals of either be suspended, debarred, ineligible, or excluded from securing federally funded Contracts. Failure of Contractor to comply with this provision shall constitute a material breach of this Contract upon which the County may immediately terminate or suspend this Contract.

#### **9.5 CHILD/ELDER ABUSE/FRAUD REPORTING**

Contractor staff working on this Contract shall comply with California Penal Code (hereinafter "PC") Section 11164 et seq. and shall report all known and suspected instances of child abuse to an appropriate child protective agency, as mandated by these code sections. Child abuse reports shall be made by telephone to the Department of Children and Family Services hotline at (800) 540-4000 within three (3) business days and shall submit all required information, in accordance with the PC Sections 11166 and 11167.

Contractor staff working on this Contract shall comply with California Welfare and Institutions Code (WIC), Section 15600 et seq. and shall report all known or suspected instances of physical abuse of elders and dependent adults either to an appropriate County adult protective services agency or to a local law enforcement agency, as mandated by these code sections. The Contractor staff working on this Agreement shall make the report on such abuse, and shall submit all required information, in accordance with the WIC Sections 15630, 15633 and 15633.5.

Contractor staff working on this Contract shall also immediately report all suspected or actual welfare fraud situations to the County.

## **9.6 FISCAL ACCOUNTABILITY**

### Fiscal Policies/Procedures

Contractor shall adhere to strict fiscal and accounting standards and comply with Title 2 of the Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards and related OMB Guidance.

Contractor shall provide a Single Audit to County on an annual basis.

## **9.7 SHRED DOCUMENTS**

Contractor shall ensure that all confidential documents/papers, as defined under State law (including but not limited to Welfare & Institution Code Sections 10850, 17006) relating to this Contract must be shredded and not put in trash containers when Contractor disposes of these documents/papers. All documents/papers to be shredded are to be placed in a locked or secured container/bin/box and labeled "shred" until they are destroyed. No confidential documents/papers are to be recycled.

Documents for record and retention purposes in accordance with Section 8.38 - Record Retention & Inspection/Audit Settlement of this Contract are to be maintained for a period of five (5) years.

IN WITNESS WHEREOF, Contractor has executed this Contract, or caused it to be duly executed and the County of Los Angeles, by order of its Board of Supervisors has caused this Contract to be executed on its behalf by the Director of the Department of Public Social Services thereof, on the dates indicated below.

**COUNTY OF LOS ANGELES**

By \_\_\_\_\_  
Sheryl L. Spiller, Director  
Department of Public Social Services

\_\_\_\_\_ Date

**APPROVED AS TO FORM:**

**MARK J. SALADINO**  
**COUNTY COUNSEL**

By \_\_\_\_\_  
Melinda White-Svec  
Deputy County Counsel

\_\_\_\_\_ Date

**LOS ANGELES COUNTY OFFICE OF EDUCATION**

By \_\_\_\_\_  
Patricia Smith  
Executive Director

\_\_\_\_\_ Date

**EXHIBIT A**

**STATEMENT OF WORK**

**STATEMENT OF WORK  
TABLE OF CONTENTS**

| <b>SECTION</b>   | <b>PAGE</b> |
|--|-------------|
| PREAMBLE .....   | 61          |
| 1.0 GENERAL.....   | 62          |
| 1.1 Scope of Work.....   | 62          |
| 1.2 Hours of Operation .....   | 63          |
| 1.3 Meetings.....  | 63          |
| 1.4 Quality Control Plan.....  | 63          |
| 1.5 Quality Assurance Plan .....   | 64          |
| 2.0 DEFINITIONS.....   | 66          |
| 3.0 RESPONSIBILITIES .....   | 67          |
| 3.1 COUNTY Furnished Items.....  | 67          |
| 3.2 Contractor Furnished Items .....   | 69          |
| 3.3 Transportation Allowance .....   | 71          |
| 4.0 SPECIFIC TASKS.....  | 72          |
| 4.1 Support for COUNTY Contracted GROW Orientation Providers .....   | 72          |
| 4.2 Customized Job Training Programs .....   | 73          |
| 4.3 Office Occupations Classes, Computer Application Class, Security<br>Officer and Other Specialized Education/Training Classes ..... | 76          |
| 4.4 Addition/Reduction of Classes/Training.....  | 78          |
| 4.5 Outreach Activities.....   | 78          |
| 4.6 Notification of Changes .....  | 79          |
| 4.7 Reports.....   | 80          |
| 4.8 Civil Rights Complaints Procedures .....   | 81          |
| 5.0 PERFORMANCE MEASURES .....   | 82          |
| 5.1 GROW Contractor Employee Survey Results .....  | 82          |
| 5.2 Job Placement Rate .....   | 82          |
| 5.3 Fiscal Deduction .....   | 83          |
| 6.0 PERFORMANCE REQUIREMENTS SUMMARY   |             |
| 6.1 Introduction.....  | 83          |
| 6.2 Performance Requirements Summary Chart.....  | 84          |
| 6.3 Quality Assurance .....  | 84          |
| 6.4 Contract Discrepancy Report .....  | 85          |
| 6.5 Criteria for Acceptable or unacceptable performance.....   | 85          |
| 6.6 Remedy of Defects .....  | 86          |
| 6.7 Unsatisfactory Performance Remedies .....  | 86          |

TECHNICAL EXHIBITS

Technical Exhibit 1 - Performance Requirements Chart ..... 88

Technical Exhibit 2 - Contract Discrepancy Report..... 94

Technical Exhibit 3 - GROW - Sample Monthly Invoice ..... 96

Technical Exhibit 4 - GROW - Sample Reconciliation Invoice ..... 98

Technical Exhibit 5 - Contractor’s Monthly Management Report ..... 100

Technical Exhibit 6 - GROW - Customized Specialized Training Classes  
Attendance Sheets ..... 106

Technical Exhibit 7 - GROW - Sample Verification of Employment ..... 112

Technical Exhibit 8 - GROW ABP, WTW Activity Agreement Form ..... 114

## PREAMBLE

The County of Los Angeles seeks to collaborate with its community partners to enhance the capacity of the health and human services system to improve the lives of children and families. These efforts require, as a fundamental expectation, that the County's contracting partners share the County and community's commitment to provide health and human services that support achievement of the County's Strategic Plan Mission, Values, Goals and performance outcomes.

The County's vision is to improve the quality of life in the County by providing responsive, efficient and high quality public services that promote the self-sufficiency, well-being and prosperity of individuals, families, business and communities. This philosophy of teamwork and collaboration is anchored in the County's shared values of: **1) Accountability; 2) A Can-Do-Attitude; 3) Compassion; 4) Customer Orientation; 5) Integrity; 6) Leadership; 7) Professionalism; 8) Respect for Diversity; and 9) Responsiveness.**

These shared values are encompassed in the County Strategic Plan's Goals: 1) Operational Effectiveness/Fiscal Sustainability; 2) Community Support and Responsiveness; 3) Integrated Services Delivery. Improving the well-being of children and families requires coordination, collaboration and integration of services across functional and jurisdictional boundaries, by and between County departments/agencies and community and contracting partners.

## STATEMENT OF WORK

### 1.0 **GENERAL**

#### 1.1 **SCOPE OF WORK**

Except for County furnished items (Section 3.1, County Furnished Items), Contractor shall:

- 1.1.1 Provide all administrative services, supervision, personnel, materials and other items or services necessary to provide Program Support Services for the General Relief Opportunities for Work (GROW) Program components: Orientation, Career Opportunities, Resources & Employment (CORE), Pathways to Success (PTS), Computer Application Class, Office Occupations, Security Officer Training and other specialized education/training components approved by the County.
- 1.1.2 Provide and develop program materials for Orientation, CORE, PTS, Computer Application Class, Office Occupations, and Security Officer Training components as approved by the County.
- 1.1.3 Provide curriculum for specialized education/training components.
- 1.1.4 Ensure all verbal and written instructions, including Contractor developed materials, are available for use in English and the County's nine threshold languages: Spanish, Armenian, Cambodian, Chinese, Farsi, Korean, Russian, Tagalog, and Vietnamese.
- 1.1.5 Consult with County staff on program development and enhancements.
- 1.1.6 Provide training and consultation for the other County contracted GROW Orientation staff.
- 1.1.7 Provide direct training of GROW participants in CORE or PTS components.
- 1.1.8 Provide direct training of GROW participants in the Computer Application Class (CAC), Office Occupations, Security Officer Training, and other specialized education/training components.
- 1.1.9 Notify the GROW staff of changes in participants attendance by data input on the County/GROW/LRS computer systems.

1.1.10 Complete specified forms and reports and perform other tasks as agreed upon by County and Contractor, and

1.1.11 Provide outreach and training support activities for GROW sites.

## **1.2 HOURS OF OPERATION**

1.2.1 Contractor shall provide services Monday through Friday between the hours of 8:00 a.m. and 5:00 p.m.

1.2.2 Contractor, as agreed upon by County and Contractor, may provide direct participant services at hours different than the hours stated in Section 1.2, Scope of Work, sub-paragraph 1.2.1 to meet the needs of the GROW participants.

1.2.3 Contractor is not required to provide services on County holidays. The County Contract Administrator (CCA) will provide a list of the County holidays to the Contractor within thirty (30) calendar days of the Contract start date, and annually thereafter, at the beginning of each calendar year.

## **1.3 MEETINGS**

Contractor shall meet with County on a regular basis to discuss tasks identified in this Statement of Work and/or other concerns as needed. Either County or Contractor may request such a meeting with five (5) work days notice. Notice may be waived with agreement of both parties.

## **1.4 QUALITY CONTROL PLAN**

Contractor shall establish and utilize a comprehensive Quality Control Plan (QCP) to assure County a consistently high level of product quality and service throughout the term of this Contract. The Plan, which is subject to approval or rejection by County, shall be submitted to the CCA on the Contract start date. Revisions to the Plan shall be submitted as changes occur during the term of the Contract. The QCP shall include, but not be limited to, the following:

1.4.1 Method for ensuring that professional staff rendering services under this Contract have the necessary qualifying experience.

1.4.2 Method and frequency of monitoring to ensure that Contract requirements are being met.

1.4.3 Method of monitoring and evaluating work performed.

1.4.4 Method for identifying, preventing and correcting deficiencies in the quality of service before the level of performance becomes unacceptable.

- 1.4.5 A written report by the Contractor documenting the resolution of a problem shall include, but is not limited to, the time a problem is first identified, a clear description of the problem, the length of time taken until the corrective action was taken, and the corrective action taken, shall be provided to the County upon request.
- 1.4.6 Method for providing continuing services to the County in the event of a strike of the Contractor's or Subcontractor's employees or any other emergency, including but not limited to natural disasters, such as earthquakes.
- 1.4.7 Method for ensuring that all Contractor reports provide acceptable data as required by this Contract.
- 1.4.8 Method for surveying participants on a regular basis to obtain feedback on services.
- 1.4.9 Monitoring methods to be used, such as:
  - 1.4.9.1 Random sampling;
  - 1.4.9.2 100% review;
  - 1.4.9.3 GROW Participant complaints;
  - 1.4.9.4 GROW Participant surveys;
  - 1.4.9.5 Information, reports or data that may be provided by County; and
  - 1.4.9.6 Information, reports or data provided by the Contractor.

## **1.5 QUALITY ASSURANCE PLAN**

The County or its agent will evaluate the Contractor's performance under this Contract on a not less than an annual basis using the quality assurance procedures as defined in the Contract, Section 8.0, Standard Terms and Conditions, Section 8.15, County Quality Assurance Plan.

The evaluation will include assessing the Contractor's compliance with all Contract terms and performance standards. Contractor's deficiencies, which County determines are severe or continuing and may place performance of the Contract in jeopardy if not corrected, will be reported to the Board of Supervisors.

The report will include improvement/corrective action measures taken by the County and the Contractor. If improvement does not occur consistent with the corrective action measures, the County may terminate this Contract or impose other penalties as specified in the Contract, Section 8.0, Standard Terms and Conditions, Section 8.15, County Quality Assurance Plan.

- 1.5.1** County shall monitor the Contractor's performance under this Contract using the quality assurance procedures specified in Exhibit A, Statement of Work, Section 6.0, Performance Requirements Summary, and Technical Exhibit 1, Performance Requirement Summary Chart, or any other such procedures as may be necessary to ascertain that the Contractor is in compliance with this Contract.

## **1.5.2 Performance Evaluation Meetings**

County and the Contract Manager shall jointly hold Performance Evaluation Meetings as often as deemed necessary by the CCA. However, if a Contract Discrepancy Report (CDR) is issued, at the discretion of the CCA, a meeting shall be held within five (5) business days, as mutually agreed, to discuss the problem.

The CCA shall prepare the minutes of the Performance Evaluation Meeting that shall include any action items from the meeting. The Contract Manager and the CCA shall sign this statement. Should the Contract Manager not concur with the action items, she/he shall submit a written statement to the CCA within ten (10) business days from the date of receipt of the signed action items.

The Contract Manager's written statement shall be attached to the CCA's minutes and be a part thereof. Failure to do so shall result in the acceptance of the action items as written. If any dispute is still unresolved, the decision of the County Director or his/her designee will be final.

Upon advance notice, either the County or Contractor may make an auditory recording of the meeting.

## **1.5.3 Contract Discrepancy Reports (CDRs)**

Verbal notification of a contract discrepancy will be made to the Contract Manager or designee as soon as possible whenever a contract discrepancy is identified. The Contract Manager shall resolve the problem within a reasonable time period mutually agreed upon by the County and the Contractor.

The CCA will determine whether a formal Contract Discrepancy Report (CDR) shall be issued. Upon receipt of this document, Contractor is required to respond in writing to the CCA within five (5) business days, acknowledging the reported discrepancies or presenting contrary evidence. A plan, including a timetable for correction of all deficiencies identified in the CDR, shall be submitted to the CCA within ten (10) business days.

## 2.0 DEFINITIONS

- 2.1 Career Opportunities, Resources & Employment (CORE) - A four-week, 20 hours per week, customized job readiness activity designed for GROW participants with employment barriers.
- 2.2 Computer Application Class (CAC) - An open-entry, open-exit, short-term (12-week) training component offered specifically for Transition Age Youth (TAY) participants to provide them with basic and intermediate level computer training.
- 2.3 Full-Time Employment – Employment of thirty-two (32) hours or more per week in a job expected to last more than thirty (30) days for wages which would at least equate to the federal minimum wage or to the State minimum wage, whichever is higher.
- 2.4 General Relief Opportunities for Work (GROW) – An employment services program with the goal of preparing Los Angeles County General Relief (GR) participants reach self-sufficiency through employment.
- 2.5 GROW Participants: GR recipients who are offered a wide range of services designed to help them transition from welfare dependency to employment.
- 2.6 GROW Orientation – A brief presentation that provides General Relief participants an overview of the GROW Program.
- 2.7 GROW Job Services Contractors – County Contracted agencies that provides GROW Orientation and Job Readiness Training/Job Readiness Training for Youth.
- 2.8 LEADER Replacement System (LRS) - A fully integrated system for the online administration and management of welfare programs in LA County. Planned for pilot implementation is third quarter of 2015 with full implementation in 2016, LRS will replace LEADER and MAPPER and will track the GROW participant's activities, authorize payments, generate reports, maintain inventories of available resources and provide program monitoring data.
- 2.9 Office Occupations – an open-entry, open-exit, short-term (12-week) training component designed to prepare participants who are interested in pursuing a career in the clerical field. The class teaches participants basic computer skills, use of key board, software, and typing.
- 2.10 Part-time Employment – employment of a minimum of 20 hours but less than 32 hours per week in a job for wages which would at least equate to the federal minimum wage or to the State minimum wage, whichever is higher.

- 2.11 Pathways to Success (PTS) – a four-week, 20 hours per week, job readiness activity designed specifically for GROW Transition Age Youth participants, ages 18 to 24 years old.
- 2.12 Security Officer Training - training for participants to become a Security Officer, including assistance to obtain a guard card.
- 2.13 Specialized education/training programs – training programs that can completed in less than 16 weeks, which includes, but is not limited to, occupational skills training, offered through the Contractor's partnership with the community colleges, trade schools and the Regional Occupational Program, with focus on the local labor market and on-demand occupations.
- 2.14 Transition Age Youth Participants (TAY) – GROW participants between the ages of 18-24 years of age.

## **3.0 RESPONSIBILITIES**

### **3.1 COUNTY FURNISHED ITEMS**

#### **3.1.1 Materials**

- 3.1.1.1 GROW regulations and policies and any changes to those regulations and policies as they occur.
- 3.1.1.2 COUNTY shall provide CONTRACTOR with a supply of PA 607, Civil Rights complaint forms.

The form may also be obtained from the following website: <http://www.ladpss.org/dpss/civilrights/forms.cfm>. If the website is unavailable, Contractor may contact the County's Civil Rights Hotline number at (562) 908-8501 to request the form.

- 3.1.1.3 Access and use of any State and County translated GROW Program forms.
- 3.1.1.4 Appropriate County hiring guidelines for candidates with criminal convictions.
- 3.1.1.5 A list of County observed holidays.

#### **3.1.2 Services**

- 3.1.2.1 Security Guard Services for CORE, PTS, CAC, Office Occupations and other specialized education/training classes on as needed basis, upon the request of the

Contractor and approval by the County, if guard services are not available.

- 3.1.2.2 Classroom space to conduct CORE and PTS, at the County GROW sites referenced under Section 4.2.14. County will provide classroom space to conduct Office Occupations/Computer Application Classes at Metro Special.

### 3.1.3 Equipment and Supplies

- 3.1.3.1 County shall provide all equipment and supplies necessary to perform all services required by this Contract at the County GROW sites referenced under Section 4.2.14. Equipment and supplies include, but are not limited to: computer workstations, fax machines, photocopiers, television, DVD player, County/GROW/LRS computer system, etc.
- 3.1.3.2 County shall provide all furniture necessary for Contractor to perform all services required by this contract at the County GROW sites referenced under Section 4.2.14. Furniture includes desks, tables, chairs, and filing cabinets.
- 3.1.3.3 The County will provide access and accounts to the County/GROW/LRS computer system. Access is only allowed for the computers identified for use by Contractor staff.

### 3.1.4 Training

- 3.1.4.1 County will arrange for the Civil Rights biennial training of Contractor staff either by direct training by County trainers or through a train-the-trainer program as agreed upon by County and Contractor.
- 3.1.4.2 County may provide Contractor with other training as deemed necessary by County.

### 3.1.5 Transportation Allowance

County shall furnish transportation allowances to Contractor to issue to GROW participants in the form of bus tokens and tap cards. County's Fiscal Operations Division will be responsible for the control and distribution of tap cards and bus tokens to Contractor.

## 3.1.6 Virtual Private Network (VPN)

County shall issue VPN access to be used on hardware provided by the Contractor and each subcontractor (if applicable) at Contractor or County sites. Upon termination of this Contract or at County's request, County shall terminate VPN access for Contractor and subcontractor staff.

Each Contractor staff must complete the County of Los Angeles Downey Data Center Registration form and standard security County Agreement for Acceptable Use and Confidentiality of County's Information Technology Assets, Computers Networks, Systems (security agreement) and Data to receive a VPN access token. The security agreement does not allow sharing of the VPN access token. It is Contractor's responsibility to ensure that each user accessing County GROW/LRS system sign and comply with the security agreement. Contractor must notify County when user is no longer working under the Contract in order to deactivate accounts and return VPN token.

Any lost, damaged or expired VPN access tokens must be reported immediately to the DPSS help desk at (562) 623-2000. County will issue a replacement access token upon completion and submission of a new County of Los Angeles Downey Data Center Registration form to the County's CCA.

## 3.2 **CONTRACTOR FURNISHED ITEMS**

Contractor shall provide all personnel, space, services, equipment and materials not furnished by County under Section 3.1, County Furnished Items of this Contract.

### 3.2.1 Facilities

3.2.1.1 Contractor shall provide a Contractor-leased facility for CORE, PTS, Office Occupations/Computer Application Class, Security Officer and other specialized education/training for GROW sites that cannot accommodate these sessions in their offices.

3.2.1.2 Contractor shall ensure that the leased facility is in close proximity to the GROW office and within a five-mile radius or 40-minute travel time using public transportation from the GROW office.

3.2.1.3 Contractor shall provide no cost parking for County designated staff and GROW participants at the Contractor-leased facility.

## 3.2.2 Personnel

- 3.2.2.1 Contractor shall ensure there are sufficient professional, experienced, and bilingually competent staff to administer the GROW services to the County's GROW participants, as required by the Contract.
- 3.2.2.2 Contractor shall ensure training of new staff and provide ongoing staff training of GROW services.
- 3.2.2.3 Contractor shall ensure key management staff is available to contact, and when there is a vacancy, permanent replacement is made within thirty (30) days subject to Contractor's Personnel Commission policies.
- 3.2.2.4 Contractor shall ensure all staff levels needed for the delivery of GROW services for CORE, PTS, Office Occupations/Computer Application Class, Security Officer and other specialized education/training classes are present so there is no interruption of services, and that back-up staff are available within one hour, and when there is a vacancy, permanent replacements are made within thirty (30) days subject to Contractor's Personnel Commission policies.
- 3.2.2.5 Contractor shall have a staffing plan prior to execution of contract to ensure uninterrupted delivery of GROW services during a staff reduction situation, illnesses and vacations.

## 3.2.3 Equipment/Supplies/Materials

- 3.2.3.1 Contractor shall provide Internet access or Internet Service Provider (ISP) at each site designated by the Contractor and approved by the County for any activities relating to the GROW program. County shall provide Internet access or ISP at County sites.
- 3.2.3.2 Contractor shall obtain all equipment and supplies not furnished by the County under Section 3.1 of the SOW, necessary to perform all services required by this contract in accordance with the Contract Budget.
- 3.2.3.3 Contractor shall establish and maintain an inventory of all County-furnished office furniture, equipment and supplies as well as Contractor-purchased equipment. Upon termination of this Contract, all Contractor-furnished

equipment purchased with County funds shall become County property.

- 3.2.3.4 Contractor shall furnish an immobile security-lock safe for transportation tokens and tap cards at the Contractor and County sites.

## 3.2.4 Security of Equipment

If Contractor is utilizing the County GROW/LRS computer system or any other DPSS developed and approved computer data system, Contractor shall provide all security measure and ensure that the DPSS computer system data is secured and maintained.

- 3.2.4.1 The Contractor may request access to the County Virtual Private Network (VPN) to access County designated and approved DPSS system data screens by submitting a request through the established procedure set by DPSS, as specified in Section 3.1.6.
- 3.2.4.2 Contractor must provide their own equipment and internet in order to access County designated and approved DPSS computer system data screens via VPN.
- 3.2.4.3 Contractor shall ensure that the County and Contractor computers and equipment are secure and participant's confidentiality is maintained at all times.
- 3.2.4.4 Contractor staff shall not share any DPSS accounts, user access codes and passwords with any other persons. GROW participants accessing the Internet at the Contractor-leased sites for the GROW program activities shall be conducted over the Contractor's computers and internet lines.
- 3.2.4.5 Contractor must maintain the security and integrity of the DPSS computer systems by having up-to-date DPSS User Agreements on-file for each end-user.
- 3.2.4.6 Contractor shall notify County immediately as soon as Contractor staff has been terminated from employment to ensure that the staff's access to the computer system is removed.

## 3.3 **TRANSPORTATION ALLOWANCE**

- 3.3.1 Contractor shall assign an administrative staff to receive and control the distribution of tap cards and bus tokens to the GROW participants.

- 3.3.2 Contractor's designated staff shall complete a "Custodian Authorization" form. This form shall be updated annually or whenever there is a change in the designated staff during the contract term.
- 3.3.3 Contractor is issued an initial allotment of bus tokens and tap cards at the beginning of the contract term. The designated staff signs a receipt and returns it to the County Cashier; no cash is involved.
- 3.3.4 Contractor shall ensure that the tap cards and bus tokens are kept in an immobile security-lock safe located in a secured area.
- 3.3.5 When bus tokens are issued to GROW participant, the participant signs a PA 904, "Bus Token Issuance Receipt." The Contractor's designated staff then completes a PA 200, "Reimbursement Request" to replace the number of tokens/tap cards that were disbursed to the participant.
- 3.3.6 Every Friday, the Contractor shall count the inventory of bus tokens and tap cards on hand, the issuance receipts on hand and the reimbursement requests in transit.

NOTE: This inventory must equal the total bus tokens and tap cards originally issued to the Contractor and must be maintained throughout the contract term. After completing the inventory count, the Contractor shall complete the PA 44, "County Cashier Report."

- 3.3.7 Every Wednesday, the County messenger will pick up the previous week's County Cashier Report and deliver the previous week's requested replacement tokens and tap cards.

## **4.0 SPECIFIC TASKS**

### **4.1 SUPPORT FOR COUNTY CONTRACTED GROW ORIENTATION PROVIDERS**

- 4.1.1 At County's request, Contractor shall develop, revise and enhance program material and classroom curriculum for GROW Orientation. At the time of request, County and Contractor shall agree upon a due date for the curriculum revisions and enhancements.
- 4.1.2 Contractor shall submit program materials and curriculum for County approval on or before the due date as cited in subparagraph 4.1.1 in this Section. Contractor may request extension of the due date from County if done at least three (3) workdays prior to due date.

- 4.1.3 Contractor shall make changes to the GROW Orientation curriculum as requested by County in timeframes agreed upon by County and Contractor.
- 4.1.4 Contractor shall review the GROW Orientation curriculum and materials no less than annually and provide County with a report for recommendations for updates and/or changes. Contractor shall provide its first report to the CCA no later than December 10, 2015 and every December 10 thereafter for the term of the contract. The CCA will send a copy of the report to the GROW Program Director for review and approval.
- 4.1.5 Contractor shall conduct training workshops for all County contracted GROW Orientation classroom facilitators and new incoming facilitators to ensure they are trained on County approved curriculum during the contract term. The availability of these workshops shall be on an ongoing and as-needed basis.
- 4.1.6 Contractor shall provide ongoing training workshops for all County contracted GROW Orientation classroom facilitators, as material and curriculum are revised and updated within thirty (30) calendar days as requested by County.
- 4.1.7 Contractor shall provide one-on-one technical assistance for County contracted Orientation staff at the various GROW sites to increase performance levels. Requests for such assistance will come from the County.
- 4.1.8 Contractor shall provide all program materials to be used by GROW Job Services Contractors in the GROW Orientation session, including translated materials referenced in Section 1.1.4.
- 4.1.9 Contractor shall ensure Orientation Service Providers have a sufficient supply of materials on hand at each GROW site and that their supply request orders are filled in a timely manner.

## **4.2 CUSTOMIZED JOB TRAINING PROGRAMS**

- 4.2.1 Contractor shall implement and provide a four-week customized job training program, known as CORE, with a menu of workshops designed for different groups of participants with a range of job-readiness needs. The workshops should be tailored to participants with multiple needs and barriers such as homelessness, mental health, criminal background, substance abuse, illiteracy, etc. The workshops should include customized job readiness training for participants with low and moderate skills, and above average skills.

- 4.2.2 Contractor shall implement and provide a four-week customized job training program, known as PTS, designed specifically for TAY participants, ages 18 to 24 years old.
- 4.2.3 Contractor shall develop and maintain two sets of curricula including program materials, for the customized job training programs. The curriculum for CORE must be tailored to participants with multiple challenges and job-readiness needs and the curriculum for PTS must be tailored for the TAY group. The curricula shall have built-in flexibility to accommodate individualized plans to address different individual needs. The County shall have the flexibility to request revision/enhancements to the curriculum and program materials, as needed. The County and Contractor shall agree upon a due date for the curriculum and material revisions and enhancements. The County shall review and approve new and revised curriculum and materials prior to implementation.
- 4.2.4 Contractor shall ensure that the customized job training curricula for CORE and PTS demonstrate and include the following:
- Needs assessment and skills appraisal
  - Solutions for removing employment barriers
  - Various topics on pre-employment workshops
  - Effective job search skills and techniques
  - Creating employment portfolio (résumé, master application, etc.)
  - Job retention and employer expectations
  - Demand occupations in the labor market
  - Use of technology (computer and office equipment)
- 4.2.5 Contractor shall provide an array of pre-employment workshops tailored to the needs of the diverse population of GROW participants which include adults and youth, and those with employment barriers.
- 4.2.6 Contractor shall include presentations from subject matter experts (local community agencies and/or non-profit organizations) in work related topics aimed at increasing the participant's skills/knowledge for reaching self-sufficiency. Examples of topics are: anger and stress management, expungement of criminal records, nutrition and wellness, substance abuse, use of technology, financial/budgeting, etc.

- 4.2.7 Contractor shall conduct a needs assessment and skills appraisal at the time of participants' enrollment into the Program to determine workshops and services appropriate for each individual or group.
- 4.2.8 Contractor shall conduct assessments and skills appraisal to determine the participants' job-readiness and develop a plan of action for the appropriate assignment of job search and training activities, including a plan for addressing and removing employment barriers.
- 4.2.9 Contractor shall facilitate testing, evaluations and job interviews, as necessary, to ensure participants have acquired basic job search skills to obtain employment.
- 4.2.10 Contractor shall integrate multi-media activities in the classroom to engage participants and allow for continuous learning opportunities. These activities include, but are not limited to, individual and group-guided job search and training activities, access to tutorials, on-line library, videos, one-on-one interactive sessions, presentations, practice on-line applications, etc.
- 4.2.11 Contractor shall create a participant folder for each GROW participant who starts the customized job training programs. At a minimum, the participant's folder must include the following documents:
- ABP 1463 Welfare-to Work Activity Assignment (Technical Exhibit 8)
  - Master Application
  - Master Resume
  - Employers Contact List/Job Search Log
  - Employment Verification Form (Technical Exhibit 7)
  - Other forms specified by the County
- 4.2.12 Develop and maintain partnerships with local community agencies, Work Source Centers, community adult schools, Job Corps, Military, and employers to provide participants with resources and job placement opportunities.
- 4.2.13 CONTRACTOR shall conduct job development and placement activities for participants to successfully transition to self-sufficiency through employment.
- 4.2.14 Contractor shall provide customized job training programs, known as CORE and PTS, at least once per month as follows:

**Location of CORE Sessions**

|                   |                 |
|-------------------|-----------------|
| San Gabriel       | Contractor site |
| Pomona            | County site     |
| Metro East        | County site     |
| Metro Special     | County site     |
| San Fernando      | County site     |
| Lancaster         | County site     |
| Southwest Special | County site     |
| South Special     | Contractor site |

**Location for PTS Sessions**

|                   |                 |
|-------------------|-----------------|
| San Gabriel       | Contractor site |
| Pomona            | County site     |
| Metro East        | County site     |
| Metro Special     | County site     |
| Lancaster         | County site     |
| Southwest Special | County site     |
| South Central     | County site     |
| South Special     | Contractor site |

The County shall have the flexibility to request that Contractor provide Contractor-leased space to conduct CORE and PTS classes, as deemed necessary by the County. Upon County's request, the Contractor shall provide a budget on cost for acquiring/leasing space within thirty (30) days. The County shall review, survey and approve the location prior to implementation.

**4.3 OFFICE OCCUPATIONS CLASS, COMPUTER APPLICATION CLASS, SECURITY OFFICER AND OTHER SPECIALIZED EDUCATION/TRAINING CLASSES**

- 4.3.1 Contractor shall implement and provide Office Occupations Class, Computer Application Class, Security Officer training and other specialized education/training classes for the participants based on the demand occupations in the current labor market. The training programs must be approved by the County.
- 4.3.2 Contractor shall prepare and assist GROW participants in acquiring essential skills, such as computer, clerical, customer service, office procedures, etc., to obtain employment in entry-level jobs.
- 4.3.3 Contractor shall develop, revise and enhance the GROW Program materials and curricula for the Office Occupations, Computer Application Class, Security Officer, and other specialized education/training classes. County shall review new and revised materials and curricula prior to implementation of training. The

County shall have the flexibility to request changes to the training curriculum, including the type of training provided, as needed.

4.3.4 When developing and implementing training programs, the Contractor shall consider the following:

- Participants' training and employment needs;
- Labor market conditions and employment trends/projections;
- Demand occupations and staffing patterns as established by the California Department of Labor; and
- Impact of training on the individual's marketable skills.

4.3.5 The Contractor shall provide the Office Occupations, Computer Application Class, Security Officer and other specialized education/training classes at designated County and Contractor-approved sites for 20 hours per week, Monday through Friday, 8:00 a.m. to 5:00 p.m., morning and afternoon, for up to 12 weeks, at a schedule approved by the County. The Office Occupations and Computer Application Class training must allow for an open entry/open exit enrollment.

4.3.6 The CONTRACTOR shall provide Office Occupations and Computer Application Classes at the following location:

Metro Special          County site

As agreed upon by CONTRACTOR and County, the County may request that CONTRACTOR offer these classes at additional training sites if funds are available in the Contract budget.

4.3.7 Contractor shall ensure that the Office Occupations and Computer Application Class, at a minimum, teaches participants basic computer and clerical skills on the following subjects: Windows, Microsoft Word, Excel, PowerPoint, keyboarding, typing, filing, office procedures, customer service, work ethics, business writing, and effective communication.

4.3.8 CONTRACTOR shall provide the Security Officer Training at designated County-approved sites for 20 hours per week, Monday through Friday, up to eight weeks, at a schedule approved by the County. The Security Officer Training must include classroom training, Guard Card preparation, testing, and job placement activities.

4.3.9 CONTRACTOR shall identify and recommend other training opportunities in demand occupations that can be completed in less than 16 weeks, e.g., warehousing, retail/customer service, certified nursing assistants, etc. to use in developing specialized education/training classes.

- 4.3.10 Contractor shall develop partnerships with the Regional Occupational Program, community colleges, or other educational/vocational entities that offer specialized education/training classes.
- 4.3.11 Contractor shall ensure that off-site training locations are located within five miles from the GROW site, and equipped to hold a class of up to 20 participants per session. The training site should have at least 20 computers, two printers, internet connection, telephones, projector and other equipment necessary to conduct the class.
- 4.3.12 Contractor shall provide job development and employment opportunities tailored to training received by participants enrolled in the class.
- 4.3.13 Contractor shall provide other specialized education/training classes as agreed upon by CONTRACTOR and County, as long as funds are available in Contract budget.
- 4.3.14 CONTRACTOR shall create a participant folder for each GROW participant who starts the Office Occupations/Computer Application Class and specialized education/training classes. County and CONTRACTOR shall mutually agree to documents that should be contained in the folder.

#### **4.4 ADDITION/REDUCTION OF CLASSES/TRAINING**

As deemed appropriate by the County and Contractor, the County shall have the flexibility to substitute the class/training programs for better outcomes.

#### **4.5 OUTREACH ACTIVITIES**

- 4.5.1 Contractor shall provide in-service training to DPSS staff and County GROW Job Services Contractors at least once per year on topics that aim to promote efficient customer service and public relations and increase staff's knowledge, motivation, and skills to prepare them and enhance job performance.
- 4.5.2 In collaboration with other County GROW Job Services Contractors and DPSS/GROW staff, the Contractor shall coordinate and conduct outreach activities, at a minimum of one event at each GROW site per year, which includes job fairs, career expositions, forums and on-site employer recruitments with participation of prospective employers and community agencies.
- 4.5.3 Contractor shall provide consultation to DPSS staff on program development, enhancements, demonstration/pilot projects,

recruitments and in-service topics for DPSS staff and GROW Job Services Contractors.

- 4.5.4 Contractor shall provide job development training to DPSS GROW staff at least once per year or as needed.
- 4.5.5 Contractor shall liaison with Clothes-the-Deal or similar organizations to secure and provide business clothing attire to the GROW sites for distribution to participants for job interviews and other job-related activities.
- 4.5.6 Contractor shall recruit and work with prospective employers for the development of job opportunities, including customized training programs, to prepare GROW participants for these jobs based on employer's needs.
- 4.5.7 Contractor shall establish and enhance working relations with Work Source Centers, community agencies, employers, educational providers, and vocational training agencies that lead to employment opportunities.
- 4.5.8 Contractor shall identify resources for vocational training for GROW participants, including funds and opportunities for GROW participants to secure needed licenses, permits, etc. at no or reduced costs.
- 4.5.9 Contractor shall identify job leads from potential employers and make them available to all GROW sites.

## **4.6 NOTIFICATION OF CHANGES**

Contractor shall perform the following tasks:

- 4.6.1 Access the County GROW/LRS computer system to input data to track participant's attendance in CORE, PTS, Office Occupations, Computer Application Class, Security Officer and all the specialized education/training classes provided by Contractor under this Contract. The results of the participants' attendance in other specialized education/training classes not available to the Contractor for update, must be provided to the GROW Case Manager in writing.
- 4.6.2 Report any and all changes in the GROW participant's participation status and/or attendance during any of the CORE, PTS, Office Occupations, Computer Application Class, Security Officer Training and all the specialized education/training classes to the GROW case manager by updating the GROW computer system by the next business day and documenting the participant's folder. The results of the participants' attendance in other specialized

education/training classes not available to the Contractor for update, must be provided to the GROW Case Manager in writing.

- 4.6.3 Access the County GROW/LRS computer system to input a GROW participant's status change for participants who drop out of CORE, PTS, and the specialized education/training classes on the same day but no later than the following business day the absence or dropped occurred.

- 4.6.4 Access the County GROW/LRS computer system on the final day to update outcome of participant's attendance in CORE, PTS, and specialized education/training classes for every participant recorded as a "show" on the first day

Note: This data must be input no later than the day after the last day of the classes cited to ensure the participants who completed are not erroneously terminated for noncompliance.

- 4.6.5 Contact the GROW Case Manager or GROW Supervisor, to make a supportive services referral for Domestic Violence, Mental Health Services or Substance Abuser on the same day but no later than three (3) working days of participant's request or knowledge of the supportive services need, and document the referral in the participant's folder.
- 4.6.6 Complete the County approved Employment Verification form, Technical Exhibit 7, to document the GROW participant's employment and file in the participant's folder. Submit a copy of the verification form to the County GROW Case Manager as verification of the participant's employment.

## **4.7 REPORTS**

- 4.7.1 Contractor shall submit to the CCA, with a copy to GROW Program Liaison, by the fifteenth (15<sup>th</sup>) calendar day of each month a Monthly Management Report (MMR) of the Contractor's activities performed during the report month, with detail and format as required by the County (Exhibit A – Technical Exhibit 5). The County shall have the discretion to call a meeting to clarify contents of the MMR.
- 4.7.2 Supporting documentation for outcome measures should be submitted to CCA by the fifteenth (15) calendar day following the end of the service month. The County shall have the discretion to call a meeting to clarify the supporting documentation.
- 4.7.3 Contractor shall provide any other reports as requested by the County under this contract.

#### 4.8 **CIVIL RIGHTS COMPLAINTS PROCEDURES**

Contractor shall comply with the terms of the Civil Rights Resolution Agreement as directed by DPSS, which includes but is not limited to the following:

- 4.8.1 Ensure public contact staff attends mandatory Civil Rights training as provided or arranged by DPSS.
- 4.8.2 Ensure notices and correspondences sent to participants are in their designated primary language and provide interpreters to ensure meaningful access to services to all participants.
- 4.8.3 Maintain a record of all Civil Rights materials provided by DPSS and ensure all participants are provided with the Civil Rights materials.
- 4.8.4 Develop, and operate procedures for receiving, forwarding and responding to civil rights complaints as follows:
  - a. Provide and assist GR participants with completing a PA 607, Complaint of Discriminatory Treatment in the GR participant's primary language.
  - b. Maintain a log of Civil Rights complaints.
  - c. CONTRACTOR Contract Manager (CCM) shall act as the Civil Rights Liaison (CRL) between the contracted agency and the County Contract Administer (CCA) and the Civil Rights Customer Relations (CRCR).
  - d. Forward all PA 607s to the CCA within two (2) business days and maintain a copy.
  - e. CCM/CRL shall not attempt to investigate Civil Rights complaints.

#### Civil Rights Compliance

- 4.8.5 Services must be provided without undue delay to non-English and limited English proficient participants using bilingual staff, AVAZA Language Line Services, or other DPSS approved translation services. Participants must not be required to provide their own interpreter at any time.

## **5.0 PERFORMANCE MEASURES**

### **5.1 GROW CONTRACTOR EMPLOYEE SURVEY RESULTS**

- 5.1.1 CONTRACTOR shall train and survey GROW Orientation contractors' employees as required.
- 5.1.2 CONTRACTOR must receive a 90 percent or better rating on overall survey results.

### **5.2 JOB PLACEMENT RATE**

- 5.2.1 Contractor shall maintain a quarterly Job Placement Rate of 40 percent or better for the participants starting PTS.
- 5.2.2 Contractor shall maintain a quarterly Job Placement Rate of 30 percent or better for the participants starting CORE.
- 5.2.3 Contractor shall maintain a quarterly Job Placement Rate of 70 percent or better for the participants completing Security Officer Training.
- 5.2.4. Contractor shall maintain a quarterly Job Placement Rate of 40 percent or better per quarter for the participants starting Office Occupations.
- 5.2.5 Contractor shall maintain a quarterly Job Placement Rate of 50 percent or better per quarter for the participants starting Computer Application Class training.
- 5.2.6 Contractor shall maintain a quarterly Job Placement Rate of 30 percent or better per quarter for the participants completing other specialized education/training classes.
- 5.2.7 Job Placement Rate Standard
  - 5.2.7.1 The Job Placement Rate is calculated by dividing the number of job placements of at least 20 hours per week in a given month in CORE, PTS, Office Occupation, and Computer Application Class by the number of participants starting these classes in that given month.
  - 5.2.7.2 The Job Placement Rate for the Security Officer Training and other specialized education/training classes is calculated by dividing the number of job placements of at least 20 hours per week in a given month by the number of participants completing these classes in that given month.

- 5.2.7.3 Contractor's placement window shall begin on the GROW participant's first day in either CORE, PTS, Office Occupation/ ComputerApplication class, Security Officer Training and other specialized education/training, and end sixty (60) days after completion day.

## **5.3 FISCAL DEDUCTION**

- 5.3.1 To the extent that the Contractor's annual Job Placement Rate falls below the required percentage rates listed in Subsection 5.2 above, a fiscal deduction as specified in Technical Exhibit 1, Performance Requirements Chart, not to exceed \$6,000 in any given year will be applied.
- 5.3.2 To the extent that the Contractor's quarterly survey results fall below the above required percentage, as described in Section 5.1, a fiscal deduction as specified in Technical Exhibit 1, Performance Requirements Chart, will be applied

## **6.0 PERFORMANCE REQUIREMENTS SUMMARY (PRS)**

### **6.1 INTRODUCTION**

This PRS displays the major services that will be monitored during the term of the Contract. The columns on the PRS chart indicates the required services; the standards for performance; the maximum deviation from standard before service will be determined unsatisfactory; the County's preferred method of monitoring; and the liquidated damages which may be assessed if the service is not satisfactorily provided.

All listings of required services or Standards used in the PRS are intended to be completely consistent with the main body of this Contract and Statement of Work, and are not meant, in any case, to create, extend, revise or expand any obligation of Contractor beyond that defined in the main body of the Contract and Statement of Work. In any case of apparent inconsistency between required services or Standards as stated in the main body of the Contract, Statement of Work and the PRS, the meaning apparent in the main body and Statement of Work will prevail. If any required service or Standard seems to be created in the PRS which is not clearly and forthrightly set forth in the main body or Statement of Work, that apparent required service or Standard will be null and void and place no requirement on Contractor and will not be the basis for penalties.

The County expects a high standard of Contractor performance for the required service. DPSS will work with the Contractor to help resolve any areas of difficulty brought to the attention of the County Contract Administer (CCA) by Contractor before the allowable deviation from the acceptable Standard occurs. However, it is the Contractor's responsibility to provide the services set forth in this Contract and summarized in the

PRS. This section does not modify or replace Contractor's obligation to provide expert professional services to the County.

## **6.2 Performance Requirements Summary Chart**

Technical Exhibit 1, Performance Requirements Summary Chart:

- 6.2.1 Provides the required services and cites the Section or Paragraph where referenced (Column 1 of chart).
- 6.2.2 Defines the Standards of Performance for each of the required service (Column 2 of chart).
- 6.2.3 Shows the minimum performance percent that can be accepted and still meet the Contract standard for satisfactory performance or Acceptable Quality Level (AQL) for each required service that is allowed before the County assesses a fiscal deduction (Column 3 of chart).
- 6.2.4 Indicates the method of monitoring the required services (Column 4 of chart).
- 6.2.5 Indicates the fiscal deductions to be assessed for not meeting the AQL for each listed required service (Column 5 of chart). This may serve as the baseline for assessing liquidated damages.

## **6.3 Quality Assurance**

The County or its agent will evaluate the Contractor's performance under this Contract on a regular basis. Such evaluation will include assessing the Contractor's compliance with all Contract terms and performance standards. The Contractor's deficiencies, which the County determines are severe or continuing and may place performance of the Contract in jeopardy if not corrected, will be reported to the Board of Supervisors.

The report will include improvement/corrective action measures taken by the County and the Contractor. If improvement does not occur consistent with the corrective action measures, the County may terminate this Contract or impose other penalties as specified in this Contract.

- 6.3.1 County shall monitor the Contractor's performance under this Contract using the quality assurance procedures specified in Exhibit A, Statement of Work, Section 6.0 Performance Requirement Summary and in Technical Exhibit 1, Performance Requirement Summary Chart, or any other such procedures as may be necessary to ascertain that the Contractor is in compliance with this Contract.

6.3.2 The County may use a variety of inspection methods to evaluate the Contractor's performance. The methods of monitoring that may be used are:

- 6.3.2.1 Random sampling [for random sample tables and methods to be used, refer to book entitled "Handbook of Sampling for Auditing and Accounting" (second edition) by Herbert Arkin];
- 6.3.2.2 One hundred percent inspection of items, such as reports and invoices, on a periodic basis (daily, weekly, monthly, quarterly, semi-annually or annually) as determined necessary to assure a sufficient evaluation of Contractor performance;
- 6.3.2.3 Review of reports and files maintained by the Contractor;
- 6.3.2.4 On-site evaluations.
- 6.3.2.5 Participant Interview; and
- 6.3.2.6 Review of Complaints or justification of number of Complaints.

## **6.4 Contract Discrepancy Report (CDR)**

Performance of a listed service is considered acceptable when the service expectation is met and the number of discrepancies found during contract monitoring procedures meet the AQL.

When the performance is unacceptable, the CCA will issue a Contract Discrepancy Report (CDR), set forth in Exhibit A, Technical Exhibit 2 to the Contractor's Contract Manager. The Contract Manager is required to:

- 6.4.1 Respond to the CDR within ten (10) workdays.
- 6.4.2 Provide a written explanation stating the reasons for the unacceptable performance, how the performance will resume at an acceptable level, and how recurrence of the problem will be prevented.

The CCA will evaluate the Contractor explanation and determine if any financial penalties will be assessed.

## **6.5 Criteria for Acceptable or Unacceptable Performance**

For areas measured by sampling, County will determine the number of defects that renders a service unsatisfactory as follows:

- 6.5.1 Select a sample at random so that it will be a representation of the entire population.
- 6.5.2 Compare the sample to the Standard, and the conclusions are made about Contractor performance for the whole group.
- 6.5.3 The random sampling plan includes the following information:

Acceptable Quality Level (AQL) - A minimum performance percent that can be accepted and still meets the Contract standard for satisfactory performance;

Lot Size - Total number of unit or services to be provided;

Sample Size - Number of units to be checked in a given time period; and

Acceptance/Rejection Numbers - The numbers which indicate whether the lot is acceptable or unacceptable.

The AQL for each sample is taken from the PRS. The lot size is determined by how often the Contractor will provide a service during the month. To ensure each service has an equal chance of being selected, a random number table is used to determine the sample.

## **6.6 Remedy of Defects**

Notwithstanding a finding of unsatisfactory service and assessment of Liquidated Damages, Contractor must, within ten (10) business days, remedy any and all defects in the provision of Contractor's services and, as deemed necessary by the CCA, perform such services again at an acceptable level.

## **6.7 Unsatisfactory Performance Remedies**

When Contractor performance does not conform with the requirements of this Contract, County shall have the option to apply any or all of the following nonperformance remedies:

- 6.7.1 Require Contractor to implement a formal corrective action plan, subject to approval by County. In the plan, Contractor must include reasons for the unacceptable performance, specific steps to return performance to an acceptable level, and monitoring methods to prevent the recurrence of unacceptable performance.
- 6.7.2 Reduce payment to Contractor by a computed amount based on the liquidated damages in the PRS Chart.

- 6.7.3 Reduce, suspend, cancel, or terminate the Contract for systematic, deliberate misrepresentations or unacceptable levels of performance.
- 6.7.4 Failure of Contractor to comply with or satisfy the request(s) for improvement of performance or to satisfactorily perform the unacceptable work within ten (10) workdays shall constitute authorization for County to have the service(s) performed by others. The entire cost of such work performed by others as a consequence of Contractor failure to perform said service(s) satisfactorily, as determined by County, shall be credited to County on Contractor's future invoice. This section does not preclude County's right to terminate the Contract upon thirty (30) days written notice with or without cause, as provided for in Section 8.43, Termination for Convenience of County.

**EXHIBIT A**  
**TECHNICAL EXHIBIT 1**  
**PERFORMANCE REQUIREMENTS SUMMARY CHART**

**PERFORMANCE REQUIREMENTS SUMMARY CHART**

| <b>REQUIRED SERVICES<br/>(1)</b>  | <b>STANDARDS<br/>(2)</b>  | <b>ACCEPTABLE QUALITY LEVEL<br/>(AQL)<br/>(3)</b>   | <b>METHODS OF MONITORING<br/>(4)</b> | <b>LIQUIDATED DAMAGES<br/>(5)</b>  |
|---|---|---|--------------------------------------|--|
| Provide all services during County's normal business hours, Monday through Friday, as required by County.<br><br>Exhibit A, Statement of Work, Section 1.2  | Services are performed by Contractor during the required hours of operation.  | 1 violation of required hours per year  | Verified Complaint                   | \$500 per occurrence   |
| Attend meetings as scheduled by County.<br><br>Exhibit A, Statement of Work, Section 1.3  | Appropriate Contractor representatives attend meeting.  | 100%  | Verified Complaint                   | \$100 per missed meeting   |
| Develop, revise and enhance GROW Orientation, Career Opportunities Resource and Employment (CORE)/Pathways to Success (PTS), Office Occupation, Computer Application Class training and Security Guard Training curriculums as outlined in the Statement of Work.<br><br>Exhibit A, Statement of Work, Sections 4.1.1 through 4.1.3, 4.2.3, 4.2.4, 4.2.5, 4.2.6, , 4.3.3, 4.3.4, 4.3.5, 4.3.7 and 4.3.8 | Curriculum for GROW Orientation Career Opportunities Resource and Employment (CORE)/Pathways to Success (PTS), Office Occupation, Computer Application Class training and Security Guard Training are developed, revised and enhanced as requested by County. Curriculum are delivered to County by due date. Changes are made as requested and submitted timely. Curriculums are considered approved upon COUNTY notification. | Timeliness – One work day late.<br><br>Quality – Curriculum deemed acceptable to COUNTY with any corrections requested. | Review of Curriculum                 | Timeliness –\$100 per day late<br><br>Quality -\$500 per failure to provide curriculum/changes requested |
| Submit timely and acceptable annual report with recommendations for updates and changes for the curriculum, as requested by the County.<br><br>Exhibit A, Statement of Work, Section 4.1.4  | Annual report is received timely and deemed acceptable by COUNTY.   | Timeliness – One work day late.<br><br>Quality – Report deemed acceptable to COUNTY.                                    | Review of report.                    | Timeliness –\$100 per day late.<br><br>Quality -\$500 for unacceptable report                            |

# Enclosure I

EXHIBIT A  
STATEMENT OF WORK  
TECHNICAL EXHIBIT 1  
PAGE 2 OF 5

| <b>REQUIRED SERVICES<br/>(1)</b>  | <b>STANDARDS<br/>(2)</b>   | <b>ACCEPTABLE QUALITY LEVEL<br/>(AQL)<br/>(3)</b> | <b>METHODS OF MONITORING<br/>(4)</b>  | <b>LIQUIDATED DAMAGES<br/>(5)</b> |
|---|--|---|---|-----------------------------------|
| Conduct training workshops for all County contracted GROW Orientation, classroom facilitators on County - approved curriculum and as curriculum is updated.<br>Exhibit A, Statement of Work, Sections 4.1.5 and 4.1.6 | Train all GROW Orientation contractors' staff on County - approved curriculum as requested/scheduled by County.  | 100%  | Verified complaint of scheduled training not held.                                    | \$500 per occurrence              |
| Provide one-on-one technical assistance to GROW Orientation contractors' staff at the various GROW sites to improve performance levels.<br><br>Exhibit A, Statement of Work, Section 4.1.7                            | Provides one-on-one technical assistance to each GROW Orientation contractors' staff as requested and scheduled by County.   | 100%  | Verified User Complaint   | \$100 per occurrence              |
| Provide program materials, including translated materials as needed and requested by GROW Orientation providers<br><br>Exhibit A, Statement of Work, Sections 4.1.8 and 4.1.9   | Program materials are provided timely and in sufficient quantities to ensure GROW Orientation providers have sufficient supplies for all of their classes and providers. | 100%  | Verified User Complaint   | \$500 per occurrence              |
| Provide and coordinate at least one regional job fair at each GROW site once per contract year.<br><br>Exhibit A, Statement of Work, Section 4.5.2  | A minimum of one regional job fair held at each GROW site each year.   | 100%  | Review of Monthly Management Reports and Verified Complaints from GROW Site Managers  | \$500 per job fair not held       |
| Provide in-service to DPSS staff and GROW Job Services Contractors at least once per year as outlined in the Statement of Work.<br><br>Exhibit A, Statement of Work, Section 4.5.1                                    | A minimum of one in-service per year.  | 100%  | Review of Monthly Management Report   | \$500 per occurrence              |
| Provide Job Development training to DPSS GROW staff at least once per year.<br><br>Exhibit A, Statement of Work, Section 4.5.4  | A minimum of one Job Development Training to DPSS GROW staff at least once per year.   | 100%  | Review of Monthly Management Reports and Verified Complaints from GROW Site Managers. | \$500 per occurrence              |

# Enclosure I

EXHIBIT A  
STATEMENT OF WORK  
TECHNICAL EXHIBIT 1  
PAGE 3 OF 5

| REQUIRED SERVICES<br>(1)  | STANDARDS<br>(2)   | ACCEPTABLE QUALITY LEVEL<br>(AQL)<br>(3) | METHODS OF MONITORING<br>(4)   | LIQUIDATED DAMAGES<br>(4)  |
|---|--|--|--|--|
| <p>Liaison with Clothes-the-Deal or similar organizations to secure and provide business attire to the GROW Sites for distribution to participants for job interviews and other job-related activities.</p> <p>Exhibit A, Statement of Work, Section 4.5.5</p>  | <p>Clothes Closet at GROW sites are stocked with business attire for GROW participants to conduct interviews.</p>  | <p>100%</p>                              | <p>Review of Monthly Management Reports and Verified Complaints from GROW Site Managers.</p>                             | <p>\$200 per occurrence</p>  |
| <p>Recruit employers based on demand for workers to assist in the development of customized training programs.</p> <p>Establish and enhance working relationships with one-stops, community agencies, etc.</p> <p>Identify resources for vocational training and funds for GROW participants to use in obtaining needed licenses, permits, etc.</p> <p>Identify job leads from potential employers and share with all GROW sites.</p> <p>Identify “demand” occupations to be used in developing specialized education/training programs.</p> <p>Exhibit A, Statement of Work, Sections 4.5.6, 4.5.7, 4.5.8, and 4.5.9</p> | <p>Employers recruited, working relationships with others established and enhanced, resources for training and assisting participants to obtain employment are completed and reported to DPSS.</p> <p>Job leads developed and share with GROW sites.</p> <p>Identifies demand occupations and suggests specialized education/training programs..</p> | <p>100%</p> <p>100%</p>                  | <p>Review of MMR</p> <p>Review of MMR and Verified Complaints from GROW sites that they are not receiving job leads.</p> | <p>\$200 per MMR without a report of activities</p> <p>\$500 per MMR without a report of activities or verified complaints</p> |

# Enclosure I

EXHIBIT A  
STATEMENT OF WORK  
TECHNICAL EXHIBIT 1  
PAGE 4 OF 5

| REQUIRED SERVICES<br>(1)  | STANDARDS<br>(2)   | ACCEPTABLE QUALITY LEVEL<br>(AQL)<br>(3)                    | METHODS OF MONITORING<br>(4)   | LIQUIDATED DAMAGES<br>(5)   |
|---|--|---|--|---|
| <p>Provide Career Opportunities Resource and Employment (CORE) as scheduled and required by the County</p> <p>Provide Pathways to Success (PTS) classes as scheduled and required by the County.</p> <p>Provide ongoing 12-week Office Occupations and Computer Application Class training classes throughout the year that are open entry – open exit for participants.</p> <p>Provide Security Officer Training Classes as required by the County.</p> <p>Provide other specialized education/training classes as agreed upon by County and Contractor.</p> <p>Exhibit A, Statement of Work, Sections 4.2 and 4.3</p> | <p>Provide Career Opportunities Resource and Employment (CORE) as scheduled and required by the County</p> <p>Provide Pathways to Success (PTS) as scheduled and required by the County.</p> <p>Provide Office Occupations and Computer Application Class training classes.</p> <p>Provide Security Officer Training Classes.</p> <p>Provide other specialized education/training classes as scheduled</p> | <p>100%</p> <p>100%</p> <p>100%</p> <p>100%</p> <p>100%</p> | <p>Review of MMR<br/>Verified User Complaint</p> <p>Review of MMR<br/>Verified User Complaint</p> <p>Review of MMR<br/>Verified User Complaint</p> <p>Review of MMR<br/>Verified User Complaint</p> <p>Review of MMR<br/>Verified User Complaint</p> | <p>\$500 per schedule class not held</p> <p>\$500 per class not held</p> <p>\$500 per class not held.</p> <p>\$500 per class not held.</p> <p>\$500 per class not held.</p> |
| <p>Create and maintain participant folder for each GROW participant.</p> <p>Exhibit A, Statement of Work, Section 4.2.11, and 4.3.14</p>  | <p>Participant folders created and appropriate documents maintained in them.</p>   | <p>None for folders creation</p> <p>97% for contents</p>    | <p>Random Sample</p>   | <p>\$500 per folder not created</p> <p>\$100 points per percent under AQL</p>   |
| <p>Monthly Management Report is submitted timely and accurately.</p> <p>Exhibit A, Statement of Work, Section 4.7</p>   | <p>Monthly Management Report is received timely.</p> <p>Monthly Management Report is complete and accurate.</p>  | <p>1 work day</p> <p>100%</p>                               | <p>Review of MMR</p>   | <p>\$100 points per day late</p> <p>\$500 per incomplete or inaccurate report</p>   |

# Enclosure I

EXHIBIT A  
STATEMENT OF WORK  
TECHNICAL EXHIBIT 1  
PAGE 5 OF 5

| REQUIRED SERVICES<br>(1)  | STANDARDS<br>(2)   | ACCEPTABLE QUALITY LEVEL<br>(AQL)<br>(3) | METHODS OF MONITORING<br>(4)  | LIQUIDATED DAMAGES<br>(5)  |
|---|--|--|---|--|
| <p>Contractor shall provide the following services that fulfill the measurable outcomes in the PRS:</p> <ol style="list-style-type: none"> <li>1. Train and survey GROW Orientation contractors' employees and meet the required rating.</li> <li>2. Security Guard training as scheduled and meet the Job Placement Rate standard.</li> <li>3. Career Opportunities Resource and Employment (CORE) classes as scheduled and meet the Job Placement Rate standard.</li> <li>4. Pathways to Success (PTS) classes as scheduled and meet the Job Placement Rate standard.</li> <li>5. Ongoing 12-week Office Occupations/ training throughout the year that is open entry–open exit for participants, as approved by the County and meet the Job Placement Rate standard.</li> <li>6. Ongoing 12-week Computer Application Class training throughout the year that is open entry–open exit for participants.</li> <li>7. Other specialized education/ training programs, as approved by the County and meet the Job Placement Rate standard</li> </ol> <p>Exhibit A, Statement of Work,<br/>Sections 4.1.5, 4.2.14, 4.3.6, 4.3.8, 5.1.1, 5.1.2, 5.2.1, 5.2.2, 5.2.3, 5.2.4, 5.2.5, 5.2.6, and 5.3</p> | <p>Contractor shall provide services that fulfill the following measurable indicators:</p> <ol style="list-style-type: none"> <li>1. 90 percent satisfactory or better rating on surveys from GROW Orientation contractors' employees.</li> <li>2. 70 percent placement rate or better for participants completing Security Guard training.</li> <li>3. 30 percent placement rate or better per quarter for participants starting CORE classes.</li> <li>4. 40 percent job placement rate or better per quarter for participants starting PTS. .</li> <li>5. 40 percent job placement rate or better per quarter for participants starting Office Occupations training classes.</li> <li>6. 50 percent job placement rate or better per quarter for participants starting Computer Application Class training classes or other specialized education/training classes.</li> <li>7. 30 percent job placement rate or better for participants completing other specialized education/training classes</li> </ol> |  | <p>Review of MMR<br/>Review of employment data<br/>Verified User Complaint</p> <p>Review of MMR<br/>Review of employment data<br/>Verified User Complaint</p> <p>Review of MMR<br/>Review of employment data<br/>Verified User Complaint</p> <p>Review of MMR<br/>Review of employment data<br/>Verified User Complaint</p> | <p>\$100 for each percent under the required satisfactory rating for each Measurable Indicator</p> |

## **CONTRACT DISCREPANCY REPORT**

**CONTRACT DISCREPANCY REPORT**

**TO:**

**FROM:**

**DATES:**      **Prepared:** \_\_\_\_\_

**Returned by Contractor:** \_\_\_\_\_

**Action Completed:** \_\_\_\_\_

**DISCREPANCY PROBLEMS:** \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature of CCA

\_\_\_\_\_  
Date

**CONTRACTOR RESPONSE (Cause and Corrective Action):** \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature of CCA

\_\_\_\_\_  
Date

**COUNTY EVALUATION OF CONTRACTOR RESPONSE:** \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature of CCA

\_\_\_\_\_  
Date

**COUNTY ACTIONS:** \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

**CONTRACTOR NOTIFIED OF ACTION:**

CCA's Signature and Date \_\_\_\_\_

Contract Representative's Signature and Date \_\_\_\_\_

**GENERAL RELIEF OPPORTUNITY FOR WORK (GROW)  
SAMPLE MONTHLY INVOICE**

**GROW PROGRAM SUPPORT SERVICES  
SAMPLE MONTHLY INVOICE**

Invoice Date: \_\_\_\_\_ Invoice Number: \_\_\_\_\_

CONTRACTOR: \_\_\_\_\_

CONTRACTOR SSN/Taxpayer ID Number: \_\_\_\_\_

Invoice Period: From: \_\_\_\_\_ To: \_\_\_\_\_

**Monthly Reimbursement:**

Program Supportive Services (flat fee) \$ \_\_\_\_\_

**Total Monthly Invoice Amount** \$ \_\_\_\_\_\_\_\_\_\_  
Financial Officer\_\_\_\_\_  
Date Signed\_\_\_\_\_  
TO BE COMPLETED BY COUNTY CONTRACT ADMINISTRATOR (CCA)**CORE/PTS/Office Occupations/CAC/Security Officer Training/Specialized Education/Training**

CONTRACTOR failed to meet minimum % placement:

Performance Penalty \$ \_\_\_\_\_

**Total Due to CONTRACTOR** \$ \_\_\_\_\_\_\_\_\_\_  
CCA Signature\_\_\_\_\_  
Date Signed

**GENERAL RELIEF OPPORTUNITY FOR WORK (GROW)  
SAMPLE RECONCILIATION INVOICE**

**GROW ORIENTATION**  
**SAMPLE RECONCILIATION INVOICE**

Invoice Date: \_\_\_\_\_ Invoice No: \_\_\_\_\_

Contractor Social Security or Taxpayer I.D. No: \_\_\_\_\_

**Reconciliation Period:**

From: \_\_\_\_\_ To: \_\_\_\_\_

**Actual Costs** (from Detail Attachments)

Program Supportive Services (Actual Costs) \_\_\_\_\_

**LESS** Invoice Amounts Received \_\_\_\_\_

**TOTAL AMOUNT TO BE PAID** \_\_\_\_\_

\_\_\_\_\_  
Contractor's Authorizing Name (print)

\_\_\_\_\_  
Contractor's Authorizing Signature

\_\_\_\_\_  
Date Signed

\_\_\_\_\_  
County's Approval Name (print)

\_\_\_\_\_  
County's Approval Signature

\_\_\_\_\_  
Date Signed

## **CONTRACTOR'S MONTHLY MANAGEMENT REPORT**

**GROW PROGRAM SUPPORT MONTHLY MANAGEMENT REPORT  
(REPORT MONTH)**

**Program Operations**

I. Support services provided to GROW Orientation Contractors

| Type of Support Services Provided<br>(Indicate if Training, Consultation,<br>Observation, etc.) | Date | Contractor's Name | Number of<br>Contract Staff | Servicing<br>GROW Site |
|---|------|-------------------|-----------------------------|------------------------|
|   |      |                   |                             |                        |
|   |      |                   |                             |                        |
|   |      |                   |                             |                        |
|   |      |                   |                             |                        |

Issues of Relevance:

---



---



---

II. Orientation Training Survey

| # of Surveys Handed Out<br>(Number of Trainees in<br>Session) | # of Surveys Returned | # of Satisfactory or Better<br>Responses | % of Satisfactory or Better Rating |
|---|-----------------------|--|------------------------------------|
|   |                       |  |                                    |
|   |                       |  |                                    |

**GROW PROGRAM SUPPORT MONTHLY MANAGEMENT REPORT  
(REPORT MONTH)**

III. Outreach Activities

**GROW RECRUITMENT/JOB FAIR**

| Date | Area (GROW Site) Recruiting for | Employer Name | No. of Available Jobs | Number of Participants Hired |
|------|---------------------------------|---------------|-----------------------|------------------------------|
|      |                                 |               |                       |                              |
|      |                                 |               |                       |                              |
|      |                                 |               |                       |                              |
|      |                                 |               |                       |                              |

Other outreach activities:

---



---



---



---

## GROW PROGRAM SUPPORT MONTHLY MANAGEMENT REPORT (REPORT MONTH)

IV. Monthly, quarterly, and cumulative annual (fiscal year) job placement statistical report with information indicated below for each GROW activity (Pathways to Success, CORE, Office Occupations, Computer Application Class, Security Officer Training, and other specialized education/training activities) by GROW site

### (ACTIVITY NAME) Monthly Job Placement Report

| GROW Sites   | Number of Sessions | Scheduled | Started | Cancelled | Net Started | Dropped | Completed | Full-time Jobs | Part-time Jobs | Total Placed | Placement Rate |
|--------------|--------------------|-----------|---------|-----------|-------------|---------|-----------|----------------|----------------|--------------|----------------|
|              |                    |           |         |           |             |         |           |                |                |              |                |
|              |                    |           |         |           |             |         |           |                |                |              |                |
|              |                    |           |         |           |             |         |           |                |                |              |                |
|              |                    |           |         |           |             |         |           |                |                |              |                |
|              |                    |           |         |           |             |         |           |                |                |              |                |
|              |                    |           |         |           |             |         |           |                |                |              |                |
|              |                    |           |         |           |             |         |           |                |                |              |                |
|              |                    |           |         |           |             |         |           |                |                |              |                |
|              |                    |           |         |           |             |         |           |                |                |              |                |
|              |                    |           |         |           |             |         |           |                |                |              |                |
|              |                    |           |         |           |             |         |           |                |                |              |                |
| <b>TOTAL</b> |                    |           |         |           |             |         |           |                |                |              |                |

\*Placement Rate – calculated by dividing the total number of jobs for each GROW site by the number of participants who started or completed the GROW activity. Refer to Performance Measures for placement window and calculation of placement rates for each GROW activity.

## GROW PROGRAM SUPPORT MONTHLY MANAGEMENT REPORT (REPORT MONTH)

V. Monthly, quarterly, and cumulative annual (fiscal year) job placement statistical report with information indicated below for each GROW activity (Pathways to Success, CORE, Office Occupations, Computer Application Class, Security Officer Training, and other specialized education/training activities) by GROW site (continued)

### (ACTIVITY NAME) Quarterly/Fiscal Year Job Placement Report

| Month                               | Total<br>Number of<br>Sessions | Total<br>Scheduled | Total<br>Started | Total<br>Cancelled | Total<br>Net Started | Total<br>Dropped | Total<br>Completed | Total<br>Full-time<br>Jobs | Total<br>Part-time<br>Jobs | Total<br>Placed | Placement<br>Rate |
|-------------------------------------|--------------------------------|--------------------|------------------|--------------------|----------------------|------------------|--------------------|----------------------------|----------------------------|-----------------|-------------------|
| 07/2015                             |                                |                    |                  |                    |                      |                  |                    |                            |                            |                 |                   |
| 08/2015                             |                                |                    |                  |                    |                      |                  |                    |                            |                            |                 |                   |
| 09/2015                             |                                |                    |                  |                    |                      |                  |                    |                            |                            |                 |                   |
| <b>1<sup>st</sup> Quarter Total</b> |                                |                    |                  |                    |                      |                  |                    |                            |                            |                 |                   |
| 10/2015                             |                                |                    |                  |                    |                      |                  |                    |                            |                            |                 |                   |
| 11/2015                             |                                |                    |                  |                    |                      |                  |                    |                            |                            |                 |                   |
| 12/2015                             |                                |                    |                  |                    |                      |                  |                    |                            |                            |                 |                   |
| <b>2<sup>nd</sup> Quarter Total</b> |                                |                    |                  |                    |                      |                  |                    |                            |                            |                 |                   |
| 01/2016                             |                                |                    |                  |                    |                      |                  |                    |                            |                            |                 |                   |
| 02/2016                             |                                |                    |                  |                    |                      |                  |                    |                            |                            |                 |                   |
| 03/2016                             |                                |                    |                  |                    |                      |                  |                    |                            |                            |                 |                   |
| <b>3<sup>rd</sup> Quarter Total</b> |                                |                    |                  |                    |                      |                  |                    |                            |                            |                 |                   |
| 04/2016                             |                                |                    |                  |                    |                      |                  |                    |                            |                            |                 |                   |
| 05/2016                             |                                |                    |                  |                    |                      |                  |                    |                            |                            |                 |                   |
| 06/2016                             |                                |                    |                  |                    |                      |                  |                    |                            |                            |                 |                   |
| <b>4<sup>th</sup> Quarter Total</b> |                                |                    |                  |                    |                      |                  |                    |                            |                            |                 |                   |
| <b>Fiscal Year Total</b>            |                                |                    |                  |                    |                      |                  |                    |                            |                            |                 |                   |

**GROW PROGRAM SUPPORT MONTHLY MANAGEMENT REPORT  
(REPORT MONTH)**

**Contracts Operations**

VI. Attach copies of all supporting documentation verifying the outcomes for Section II through V.

VII Attached additional statistical reports (up on County's request).

## **GENERAL RELIEF OPPORTUNITY FOR WORK (GROW)**

### **ATTENDANCE SHEET**

**GROW PROGRAM  
CORE/PTS CLASS  
ATTENDANCE SHEET FOR PARTICIPANTS SERVED**

**MONTH OF (MONTH/YEAR)**

**SITE: \_\_\_\_\_**

| <b>CASE<br/>NUMBER</b> | <b>PARTICIPANT<br/>NAME</b> | <b>PARTICIPANT<br/>ID</b> | <b>START<br/>DATE</b> | <b>TYPE OF<br/>SERVICE</b> |
|------------------------|-----------------------------|---------------------------|-----------------------|----------------------------|
|                        |                             |                           |                       |                            |
|                        |                             |                           |                       |                            |
|                        |                             |                           |                       |                            |
|                        |                             |                           |                       |                            |
|                        |                             |                           |                       |                            |
|                        |                             |                           |                       |                            |
|                        |                             |                           |                       |                            |
|                        |                             |                           |                       |                            |
|                        |                             |                           |                       |                            |
|                        |                             |                           |                       |                            |
|                        |                             |                           |                       |                            |
|                        |                             |                           |                       |                            |
|                        |                             |                           |                       |                            |
|                        |                             |                           |                       |                            |
|                        |                             |                           |                       |                            |
|                        |                             |                           |                       |                            |
|                        |                             |                           |                       |                            |

**GROW PROGRAM  
COMPUTER APPLICATION CLASS  
ATTENDANCE SHEET FOR PARTICIPANTS SERVED**

**MONTH OF** \_\_\_\_\_

**SITE:** \_\_\_\_\_

| <b>CASE<br/>NUMBER</b> | <b>PARTICIPANT<br/>NAME</b> | <b>PARTICIPANT<br/>ID</b> | <b>START<br/>DATE</b> | <b>TYPE OF<br/>SERVICE</b> |
|------------------------|-----------------------------|---------------------------|-----------------------|----------------------------|
|                        |                             |                           |                       |                            |
|                        |                             |                           |                       |                            |
|                        |                             |                           |                       |                            |
|                        |                             |                           |                       |                            |
|                        |                             |                           |                       |                            |
|                        |                             |                           |                       |                            |
|                        |                             |                           |                       |                            |
|                        |                             |                           |                       |                            |
|                        |                             |                           |                       |                            |
|                        |                             |                           |                       |                            |
|                        |                             |                           |                       |                            |
|                        |                             |                           |                       |                            |
|                        |                             |                           |                       |                            |

**GROW PROGRAM  
OFFICE OCCUPATION  
ATTENDANCE SHEET FOR PARTICIPANTS SERVED**

**MONTH OF** \_\_\_\_\_

**SITE:** \_\_\_\_\_

| <b>CASE<br/>NUMBER</b> | <b>PARTICIPANT<br/>NAME</b> | <b>PARTICIPANT<br/>ID</b> | <b>START<br/>DATE</b> | <b>TYPE OF<br/>SERVICE</b> |
|------------------------|-----------------------------|---------------------------|-----------------------|----------------------------|
|                        |                             |                           |                       |                            |
|                        |                             |                           |                       |                            |
|                        |                             |                           |                       |                            |
|                        |                             |                           |                       |                            |
|                        |                             |                           |                       |                            |
|                        |                             |                           |                       |                            |
|                        |                             |                           |                       |                            |
|                        |                             |                           |                       |                            |
|                        |                             |                           |                       |                            |
|                        |                             |                           |                       |                            |
|                        |                             |                           |                       |                            |
|                        |                             |                           |                       |                            |
|                        |                             |                           |                       |                            |
|                        |                             |                           |                       |                            |

**GROW PROGRAM  
SECURITY OFFICER TRAINING  
ATTENDANCE SHEET FOR PARTICIPANTS SERVED**

**MONTH OF** \_\_\_\_\_

**SITE:** \_\_\_\_\_

| <b>CASE<br/>NUMBER</b> | <b>PARTICIPANT<br/>NAME</b> | <b>PARTICIPANT<br/>ID</b> | <b>START<br/>DATE</b> | <b>TYPE OF<br/>SERVICE</b> |
|------------------------|-----------------------------|---------------------------|-----------------------|----------------------------|
|                        |                             |                           |                       |                            |
|                        |                             |                           |                       |                            |
|                        |                             |                           |                       |                            |
|                        |                             |                           |                       |                            |
|                        |                             |                           |                       |                            |
|                        |                             |                           |                       |                            |
|                        |                             |                           |                       |                            |
|                        |                             |                           |                       |                            |
|                        |                             |                           |                       |                            |
|                        |                             |                           |                       |                            |
|                        |                             |                           |                       |                            |
|                        |                             |                           |                       |                            |
|                        |                             |                           |                       |                            |

**GROW PROGRAM  
SPECIALIZED EDUCATION/TRAINING CLASSES  
(Name of training)  
ATTENDANCE SHEET FOR PARTICIPANTS SERVED**

**MONTH OF** \_\_\_\_\_

**SITE:** \_\_\_\_\_

| <b>CASE<br/>NUMBER</b> | <b>PARTICIPANT<br/>NAME</b> | <b>PARTICIPANT<br/>ID</b> | <b>START<br/>DATE</b> | <b>TYPE OF<br/>SERVICE</b> |
|------------------------|-----------------------------|---------------------------|-----------------------|----------------------------|
|                        |                             |                           |                       |                            |
|                        |                             |                           |                       |                            |
|                        |                             |                           |                       |                            |
|                        |                             |                           |                       |                            |
|                        |                             |                           |                       |                            |
|                        |                             |                           |                       |                            |
|                        |                             |                           |                       |                            |
|                        |                             |                           |                       |                            |
|                        |                             |                           |                       |                            |
|                        |                             |                           |                       |                            |
|                        |                             |                           |                       |                            |
|                        |                             |                           |                       |                            |
|                        |                             |                           |                       |                            |
|                        |                             |                           |                       |                            |

**GENERAL RELIEF OPPORTUNITY FOR WORK (GROW)  
SAMPLE VERIFICATION OF EMPLOYMENT**

## General Relief Opportunities for Work (GROW) Verification of Employment Request

|  |  |
|--|--|
| Participant: _____<br>Case Name: _____<br>Case Number: _____<br>Address: _____<br>_____ Zip: _____<br>Phone: _____ | GROW Site: _____<br>Address: _____<br>_____ Zip: _____<br>Phone: _____ Fax: _____<br>GROW Worker: _____<br>GROW File Number: _____ |
|--|--|

**You must provide proof of your current employment. If possible, please obtain a letter from your employer on company's letterhead that says:**

1. Date you become employed
2. Number of hours you work each week
3. Hourly wage
4. How long the employment is expected to last
5. Your job title
6. Name, address and telephone of the person providing the information

If you are unable to get a letter from your current employer, your employer may fill out the bottom of this form.

You must return proof or this letter to me by \_\_\_\_\_.

If you do not return proof or this letter, your GR cash aid may stop and you may be sanctioned.

A sanction means that you lose your GR cash aid and you have to wait to get it back. The waiting period can be 0 days, 30 days or 60 days. If you are sanctioned, we will let you know how long your sanction-waiting period is in another notice.

Your GR will stop if:

1. You have not been on GR cash aid for three months in the past year;
2. You make a mistake (are negligent); or
3. You have a good reason for not providing proof of your current employment.

GROW might help you pay for transportation until you receive your first paycheck. In addition, if you are employed, you may request Post Employment Services. Ask your GROW worker for information. If you have questions, call the number listed above.

**I authorize the release of the information requested below to Los Angeles County, DPSS.**

Participant's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

|  |         |                         |          |
|--|---------|-------------------------|----------|
| Name of Employee:  |         | Job Title:              |          |
| First day of employment:   |         | Weekly Hours:           |          |
| Salary:  | Hourly: | Weekly:                 | Monthly: |
| Employer Name:   |         | Industry:               |          |
| Address:   |         | City:                   | Zip:     |
| Is employment: <input type="checkbox"/> Permanent <input type="checkbox"/> Temporary <input type="checkbox"/> Full-time <input type="checkbox"/> Part-time |         |                         |          |
| If temporary, when is it expected to end?  |         |                         |          |
| Name of person completing this form: _____   |         |                         |          |
| Job Title:   |         | Telephone Number: (   ) |          |
| Signature:   |         | Date:                   |          |

ABP 192 (02/2014)

**GENERAL RELIEF OPPORTUNITY FOR WORK (GROW)  
ABP 1463, WELFARE TO WORK ACTIVITY AGREEMENT FORM**

**General Relief Opportunities for Work (GROW)  
Welfare-to-Work Plan  
Activity Agreement**

GROW SITE:  
ADDRESS:  
PARTICIPANT NAME:  
CASE NUMBER:

**ACTIVITY – HOURS PER WEEK REQUIRED** \_\_\_\_\_

My assigned activity and the date, time and location I am required to report are as follows:

|                   |            |      |                          |
|-------------------|------------|------|--------------------------|
| ASSIGNED ACTIVITY | START DATE | TIME | EXPECTED COMPLETION DATE |
| LOCATION _____    |            |      |                          |

I understand that by participating and attending the activity listed above, I will be able to take full advantage of the GROW Program to assist me in reaching self-sufficiency.

I understand that, if I am in a Self-Initiated Program (SIP), an education/training program or work experience program, I must provide proof of enrollment. I must also provide proof of satisfactory progress when I receive a Progress Report. I understand the Progress Report will be mailed to me at least every 30 days.

I understand that I have up to 30 days to ask for a change in my activity when I have been assigned after Vocational Assessment. If my GROW Worker agrees to the change, I know I have to sign a new Activity Agreement.

I understand that if I miss my assigned activity my General Relief (GR) cash aid may stop and I might be sanctioned. A sanction means that I lose my GR cash aid and I have to wait to get it back. The waiting period can be 0 days, 30 days or 60 days. If I am sanctioned, DPSS will let me know how long the sanction-waiting period is in another notice.

I understand that my GR will not stop if:

- (1) I have not been on GR cash aid for three months in the past year;
- (2) I make a mistake (am negligent); or
- (3) I have a good reason for not completing my assigned activity.

**WORK-RELATED EXPENSES**

GROW will pay for work-related expenses such as transportation and training/work related costs if I need them to participate in the program.

I have reviewed my need for work related expenses with my GROW Worker. I understand that I do not have to participate until arrangements are made. I understand that I must tell my GROW Worker right away if my needs change. I understand that if GROW pays for work-related expenses that are more than I need to participate, I will have to pay them back.

**SUPPORTIVE SERVICES**

I understand that if supportive services are assigned as part of the Welfare-to-Work Plan - Activity Agreement, I am required to participate. I understand that by participating in supportive services I will be able to take full advantage of the benefits GROW Program has to assist me in reaching self-sufficiency.

**CERTIFICATION**

I understand my Rights and Responsibilities for participating in GROW. I understand that I can contact my GROW Worker with any questions. I understand that I have three days to think about the terms of this Activity Agreement. If I do not tell my GROW Worker about any problems that stop me from participating in this activity by \_\_\_\_\_, this contract is final.

I have read, or had read to me and understand this Welfare-to-Work Plan - Activity Agreement and have received a copy of it. If I fail to meet my responsibilities without a good reason, my GR benefits may be discontinued.

|                        |              |            |       |
|------------------------|--------------|------------|-------|
| PARTICIPANT SIGNATURE: | DATE:        |            |       |
| GROW Workers Name:     | FILE NUMBER: | TELEPHONE: | DATE: |

ABP 1463 (Rev 02/2014)

**CONTRACTOR'S BUDGET**

## GROW PROGRAM SUPPORT SERVICES - LINE ITEM BUDGET

PROJECT NAME: \_\_\_\_\_

CONTRACTOR: \_\_\_\_\_ CONTACT PERSON: \_\_\_\_\_

CONTRACT PERIOD: \_\_\_\_\_ TELEPHONE NUMBER: \_\_\_\_\_

FISCAL YEAR: \_\_\_\_\_

### ADMINISTRATIVE COSTS:

|   |                     | Cost        |  |
|---|---------------------|-------------|--|
| <b><u>Salaries and Benefits for Administrative Staff:</u></b> |                     |             |  |
| Salaries (from Personnel Schedule)                            | (a)                 | \$ -        |  |
| Fringe Benefits (from Personnel Schedule)                     | (b)                 | -           |  |
| <b>Personnel Subtotal (line a+b)</b>                          | (c)                 | \$ -        |  |
| <br><b>ADMINISTRATIVE OPERATING COSTS</b>                     |                     |             |  |
|   | <b>Monthly Cost</b> | <b>Cost</b> |  |
| Office and Other Supplies                                     | -                   | \$ -        |  |
| Mileage   | -                   | -           |  |
| Telephone   | -                   | -           |  |
| Copier  | -                   | -           |  |
| Rent/Lease - Land and Building                                | -                   | -           |  |
| Accounting Services   | -                   | -           |  |
| <b>Operating Costs - Subtotal</b>                             | (d)                 | \$ -        |  |
| <br><b>INDIRECT COSTS (List approved %)</b>                   |                     |             |  |
|   | <b>Percentage</b>   | <b>Cost</b> |  |
| Indirect Cost - Subtotal                                      | 0.00%               | (e) \$ -    |  |
| <b>Total Administrative Cost (The sum of line c,d,e).</b>     | (f)                 | \$ -        |  |

### DIRECT SERVICES COSTS:

|  |                     | Cost        |  |
|--|---------------------|-------------|--|
| <b><u>Salaries and Benefits for Staff Providing Direct Services:</u></b> |                     |             |  |
| Salaries (from Personnel Schedule)                                       | (g)                 | \$ -        |  |
| Fringe Benefits (from Personnel Schedule)                                | (h)                 | 0           |  |
| <b>Personnel Subtotal (line g+h)</b>                                     | (i)                 | \$ -        |  |
| <br><b>DIRECT SERVICES OPERATING COSTS</b>                               |                     |             |  |
|  | <b>Monthly Cost</b> | <b>Cost</b> |  |
| Instructional Materials  | -                   | \$ -        |  |
| Instructional Supplies   | -                   | -           |  |
| Office and Other Supplies  | -                   | -           |  |
| Support Cost of Office Class/Job Fairs                                   | -                   | -           |  |
| Non-Capitalized Equipment  | -                   | -           |  |
| Mileage  | -                   | -           |  |
| Travel and Conferences   | -                   | -           |  |
| Reprographics  | -                   | -           |  |
| Telephone  | -                   | -           |  |
| Bulk Metered Postage   | -                   | -           |  |
| Copier   | -                   | -           |  |
| Rent/Lease - Land and Building   | -                   | -           |  |
| <b>Operating Costs - Subtotal</b>  | (j)                 | \$ -        |  |
| <br><b>Sub-Contracted costs (from Direct Service Provider Budget)</b>    |                     |             |  |
| Subcontractor 1  | -                   | -           |  |
| Subcontractor 2  | -                   | -           |  |
| Subcontractor 3  | -                   | -           |  |
| <b>Sub-Contract Costs - Subtotal</b>                                     | (k)                 | -           |  |
| <b>Total Direct Services Costs (line i,j,k)</b>                          | (l)                 | \$ -        |  |
| <b>Total Contract Cost (line f+l)</b>                                    | (m)                 | \$ -        |  |

**Note:**

- (1) Provide a narrative for each line item to justify that the cost is both reasonable and necessary to the project.  
 (2) All costs must be reasonable and prorated by the percentage of uses in serving specified target population.

## PERSONNEL SCHEDULE

CONTRACTOR: \_\_\_\_\_  
 CONTRACT PERIOD: \_\_\_\_\_  
 FISCAL YEAR: \_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_  
 TELEPHONE NUMBER: \_\_\_\_\_

## Section I

| PERSONNEL SALARIES (2)    | POSITION CLASSIFICATION | NUMBER OF POSITIONS | MONTHLY/ HOURLY SALARY | % TIME ALLOCATION | TOTAL MONTHLY COST | TOTAL ANNUAL COST |
|---------------------------|-------------------------|---------------------|------------------------|-------------------|--------------------|-------------------|
| Administrative Personnel: | Director                | 0                   | 0                      | 0.0%              | \$                 | \$                |
|                           |                         | 0                   | 0                      | 0.0%              |                    |                   |
|                           |                         | 0                   | 0                      | 0.0%              |                    |                   |
|                           |                         | 0                   | 0                      | 0.0%              |                    |                   |
|                           |                         | 0                   | 0                      | 0.0%              |                    |                   |
|                           |                         | 0                   | 0                      | 0.0%              |                    |                   |
|                           |                         | 0                   | 0                      | 0.0%              |                    |                   |
|                           |                         | 0                   | 0                      | 0.0%              |                    |                   |
|                           |                         | 0                   | 0                      | 0.0%              |                    |                   |
|                           |                         | 0                   | 0                      | 0.0%              |                    |                   |
|                           |                         | 0                   | 0                      | 0.0%              |                    |                   |
|                           |                         | 0                   | 0                      | 0.0%              |                    |                   |
|                           |                         |                     |                        | Total Salaries:   | \$ -               | \$                |

## Section II

| EMPLOYEE BENEFITS BY CLASSIFICATION   | DIRECTOR | MANAGEMENT COORDINATOR | ADMINISTRATIVE ANALYST | CAREER DEV. PROG. MANAGER | CAREER DEV. PROG. SUPERVISOR | (5) | TOTAL |
|---------------------------------------|----------|------------------------|------------------------|---------------------------|------------------------------|-----|-------|
| Health Plan (3)                       | \$ -     | \$ -                   | \$ -                   | \$ -                      | \$ -                         |     | \$ -  |
| Dental Plan (Included in Health Plan) | -        | -                      | -                      | -                         | -                            |     | -     |
| Retirement                            | -        | -                      | -                      | -                         | -                            |     | -     |
| SUI                                   | -        | -                      | -                      | -                         | -                            |     | -     |
| Social Security and/or Medicare       | -        | -                      | -                      | -                         | -                            |     | -     |
| Worker's Compensation                 | -        | -                      | -                      | -                         | -                            |     | -     |
| Long-Term Disability                  |          |                        |                        |                           |                              |     |       |
| Holidays                              |          |                        |                        |                           |                              |     |       |
| Sick Leave                            |          |                        |                        |                           |                              |     |       |
| Vacation                              |          |                        |                        |                           |                              |     |       |
| Life Insurance                        |          |                        |                        |                           |                              |     |       |
| Fringe Benefits per Classification    |          |                        |                        |                           |                              |     |       |
| Fringe Benefit Subtotal               | \$ -     | \$ -                   | \$ -                   | \$ -                      | \$ -                         |     | \$ -  |
| % Time Allocation                     | 0.0%     | 0.0%                   | 0.0%                   | 0.0%                      | 0.0%                         |     |       |
| Total Fringe Benefits (4):            | \$ -     | \$ -                   | \$ -                   | \$ -                      | \$ -                         |     | \$ -  |

## Footnotes:

- (1) Annual Year is Fiscal Year  
 (2) Contractors must be in compliance with the County's Living Wage Ordinance.  
 (3) Indicate if Cafeteria Plan  
 (4) Fringe Benefits Subtotal per Classification x: number of position  
 (5) Change the column heading to the name of the position and provide benefit information for that position

## PERSONNEL SCHEDULE

CONTRACTOR: \_\_\_\_\_  
 CONTRACT PERIOD: \_\_\_\_\_  
 FISCAL YEAR: \_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_  
 TELEPHONE NUMBER: \_\_\_\_\_

## Section I

| PERSONNEL SALARIES (2)    | POSITION CLASSIFICATION | NUMBER OF POSITIONS | MONTHLY/ HOURLY SALARY | % TIME ALLOCATION | TOTAL MONTHLY COST | TOTAL ANNUAL COST |
|---------------------------|-------------------------|---------------------|------------------------|-------------------|--------------------|-------------------|
| Administrative Personnel: | Director                | 0                   | 0                      | 0.0%              | \$                 | \$                |
|                           |                         | 0                   | 0                      | 0.0%              |                    |                   |
|                           |                         | 0                   | 0                      | 0.0%              |                    |                   |
|                           |                         | 0                   | 0                      | 0.0%              |                    |                   |
|                           |                         | 0                   | 0                      | 0.0%              |                    |                   |
|                           |                         | 0                   | 0                      | 0.0%              |                    |                   |
|                           |                         | 0                   | 0                      | 0.0%              |                    |                   |
|                           |                         | 0                   | 0                      | 0.0%              |                    |                   |
|                           |                         | 0                   | 0                      | 0.0%              |                    |                   |
|                           |                         | 0                   | 0                      | 0.0%              |                    |                   |
|                           |                         | 0                   | 0                      | 0.0%              |                    |                   |
|                           |                         | 0                   | 0                      | 0.0%              |                    |                   |
|                           |                         |                     | Total Salaries:        | \$ -              | \$                 |                   |

## Section II

| EMPLOYEE BENEFITS BY CLASSIFICATION   | DIRECTOR | MANAGEMENT COORDINATOR | ADMINISTRATIVE ANALYST | CAREER DEV. PROG. MANAGER | CAREER DEV. PROG. SUPERVISOR | (5) | TOTAL |
|---------------------------------------|----------|------------------------|------------------------|---------------------------|------------------------------|-----|-------|
| Health Plan (3)                       | \$ -     | \$ -                   | \$ -                   | \$ -                      | \$ -                         |     | \$ -  |
| Dental Plan (Included In Health Plan) |          |                        |                        |                           |                              |     |       |
| Retirement                            | -        | -                      | -                      | -                         | -                            |     | -     |
| SUI                                   | -        | -                      | -                      | -                         | -                            |     | -     |
| Social Security and/or Medicare       | -        | -                      | -                      | -                         | -                            |     | -     |
| Worker's Compensation                 | -        | -                      | -                      | -                         | -                            |     | -     |
| Long-Term Disability                  |          |                        |                        |                           |                              |     |       |
| Holidays                              |          |                        |                        |                           |                              |     |       |
| Sick Leave                            |          |                        |                        |                           |                              |     |       |
| Vacation                              |          |                        |                        |                           |                              |     |       |
| Life Insurance                        |          |                        |                        |                           |                              |     |       |
| Fringe Benefits per Classification    |          |                        |                        |                           |                              |     |       |
| Fringe Benefit Subtotal               | \$ -     | \$ -                   | \$ -                   | \$ -                      | \$ -                         |     | \$ -  |
| % Time Allocation                     | 0.0%     | 0.0%                   | 0.0%                   | 0.0%                      | 0.0%                         |     |       |
| Total Fringe Benefits (4):            | \$ -     | \$ -                   | \$ -                   | \$ -                      | \$ -                         |     | \$ -  |

## Footnotes:

- (1) Annual Year is Fiscal Year  
 (2) Contractors must be in compliance with the County's Living Wage Ordinance.  
 (3) Indicate if CalFed's Plan  
 (4) Fringe Benefits Subtotal per Classification x number of position  
 (5) Change the column heading to the name of the position and provide benefit information for that position

| Contract Budget Narrative |                          |
|---------------------------|--------------------------|
| Line Item                 | Narrative/Justification. |

**GROW PROGRAM SUPPORT SERVICES**

Department or Agency \_\_\_\_\_  
Contact Person \_\_\_\_\_  
Phone No. \_\_\_\_\_

Fiscal Year: \_\_\_\_\_  
MOU Date: \_\_\_\_\_  
Contract # \_\_\_\_\_

**EDP EQUIPMENT SCHEDULE**

| Item #      | Description | Quantity | Unit Cost | Total Cost |
|-------------|-------------|----------|-----------|------------|
| 1           |             | 1        | \$0.00    | \$0.00     |
| 2           |             | 1        | \$0.00    | \$0.00     |
| 3           |             | 1        | \$0.00    | \$0.00     |
|             |             |          |           |            |
|             |             |          |           |            |
|             |             |          |           |            |
|             |             |          |           |            |
|             |             |          |           |            |
|             |             |          |           |            |
|             |             |          |           |            |
|             |             |          |           |            |
|             |             |          |           |            |
|             |             |          |           |            |
|             |             |          |           |            |
|             |             |          |           |            |
|             |             |          |           |            |
|             |             |          |           |            |
| GRAND TOTAL |             |          |           |            |

**DPSS Review / Approval** *(circle one)*:

Name: \_\_\_\_\_  
Division/Section \_\_\_\_\_

Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Justification Submitted      Yes      No

- OMB Circular A-87 provides that the cost of equipment must "be reasonable and necessary for proper and efficient performance and administration of the project."
- No EDP equipment over \$5,000 per item.

GROW PROGRAM SUPPORT SERVICES CONTRACT

Fiscal Year: \_\_\_\_\_

EDP EQUIPMENT SCHEDULE

JUSTIFICATION

|  |
|--|
|  |
|  |
|  |
|  |
|  |
|  |
|  |
|  |
|  |
|  |
|  |
|  |
|  |
|  |
|  |
|  |
|  |
|  |
|  |
|  |
|  |

Prepared by: \_\_\_\_\_  
Phone No. \_\_\_\_\_

Use additional sheets as needed.

***INTENTIONALLY OMITTED***

## CONTRACTOR'S EEO CERTIFICATION

---

Contractor Name

---

Address

---

Internal Revenue Service Employer Identification Number

### GENERAL CERTIFICATION

In accordance with Section 4.32.010 of the Code of the County of Los Angeles, the contractor, supplier, or vendor certifies and agrees that all persons employed by such firm, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin, or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

### CONTRACTOR'S SPECIFIC CERTIFICATIONS

- |    |   |                              |                             |
|----|---|------------------------------|-----------------------------|
| 1. | The Contractor has a written policy statement prohibiting discrimination in all phases of employment.   | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 2. | The Contractor periodically conducts a self analysis or utilization analysis of its work force.   | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 3. | The Contractor has a system for determining if its employment practices are discriminatory against protected groups.  | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 4. | Where problem areas are identified in employment practices, the Contractor has a system for taking reasonable corrective action, to include establishment of goals or timetables. | Yes <input type="checkbox"/> | No <input type="checkbox"/> |

---

Authorized Official's Printed Name and Title

---

Authorized Official's Signature

---

Date

## COUNTY'S ADMINISTRATION

CONTRACT NO. \_\_\_\_\_

### COUNTY CONTRACT MANAGER:

Name: Alfred Becerra  
Title: County Contract Director  
Address: 12900 Crossroads Parkway South, East Annex, 2<sup>nd</sup> floor  
City of Industry, CA 91746  
Telephone: (562) 908-4451  
Facsimile: (562) 908-0590  
E-Mail Address: [AlfredBecerra@dpss.lacounty.gov](mailto:AlfredBecerra@dpss.lacounty.gov)

### COUNTY CONTRACT ADMINISTRATOR:

Name: Lynol Phillips  
Title: County Contract Administrator  
Address: 12900 Crossroads Parkway South, East Annex, 2<sup>nd</sup> floor  
City of Industry, CA 91746  
Telephone: (562) 908-4431  
Facsimile: (562) 908-0590  
E-Mail Address: [LynolPhillips@dpss.lacounty.gov](mailto:LynolPhillips@dpss.lacounty.gov)

### COUNTY CONTRACT PROGRAM MONITOR:

Name: Namany Keam  
Title: Contract Program Monitor  
Address: 12900 Crossroads Parkway South, East Annex, 2<sup>nd</sup> floor  
City of Industry, CA 91746  
Telephone: (562) 908-3534  
Facsimile: (562) 908-0590  
E-Mail Address: [NamanyKeam@dpss.lacounty.gov](mailto:NamanyKeam@dpss.lacounty.gov)

**CONTRACTOR'S ADMINISTRATION**

CONTRACTOR'S NAME: Los Angeles County Office of Education

**CONTRACT NO:** \_\_\_\_\_

**CONTRACTOR'S MANAGER:**

Name: Steve Yamarone  
Title: Director, LACOE GAIN/GROW Division  
Address: 9525 E. Imperial Highway  
Downey, CA 90242-3009  
Telephone: (562) 922-8664  
Facsimile: (562) 922-8686  
E-Mail Address: Yamarone\_Steve@laoe.edu

**CONTRACTOR'S AUTHORIZED OFFICIAL(S)**

|                 |   |   |
|-----------------|---|---|
| Name:           | Dr. Scott Price                                   | Patricia Smith                                    |
| Title:          | Chief Business Officer                            | Executive Director                                |
| Address:        | 9300 E. Imperial Highway<br>Downey, CA 90242-3009 | 9300 E. Imperial Highway<br>Downey, CA 90242-3009 |
| Telephone:      | (562) 922-6124                                    | (562) 803-8579                                    |
| Facsimile:      | (562) 922-6678                                    | (562) 803-8218                                    |
| E-Mail Address: | Price_Scott@laoe.edu                              | Smith_Patricia@laoe.edu                           |

**Notices to Contractor shall be sent to the following:**

Name: Steve Yamarone  
Title: Director, LACOE GAIN/GROW Division  
Address: 9525 E. Imperial Highway  
Downey, CA 90242-3009  
Telephone: (562) 922-8664  
Facsimile: (562) 922-8686  
E-Mail Address: Yamarone\_Steve@laoe.edu

CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

EXHIBIT G

CONTRACTOR'S EMPLOYEE ACKNOWLEDGEMENT  
AND CONFIDENTIALITY AGREEMENTS

CONTRACTOR ACKNOWLEDGEMENT AND  
CONFIDENTIALITY AGREEMENT G-1

CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND  
CONFIDENTIALITY AGREEMENT G-2

CONTRACTOR NON-EMPLOYEE ACKNOWLEDGEMENT AND  
CONFIDENTIALITY AGREEMENT G-3

**CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT**

CONTRACTOR NAME \_\_\_\_\_ Contract No. \_\_\_\_\_

**GENERAL INFORMATION:**

The Contractor referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires the Corporation to sign this Contractor Acknowledgement and Confidentiality Agreement.

**CONTRACTOR ACKNOWLEDGEMENT:**

Contractor understands and agrees that the Contractor employees, consultants, Outsourced Vendors and independent contractors (Contractor's Staff) that will provide services in the above referenced agreement are Contractor's sole responsibility. Contractor understands and agrees that Contractor's Staff must rely exclusively upon Contractor for payment of salary and any and all other benefits payable by virtue of Contractor's Staff's performance of work under the above-referenced contract.

Contractor understands and agrees that Contractor's Staff are not employees of the County of Los Angeles for any purpose whatsoever and that Contractor's Staff do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. Contractor understands and agrees that Contractor's Staff will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

**CONFIDENTIALITY AGREEMENT:**

Contractor and Contractor's Staff may be involved with work pertaining to services provided by the County of Los Angeles and, if so, Contractor and Contractor's Staff may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, Contractor and Contractor's Staff may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. Contractor and Contractor's Staff understand that if they are involved in County work, the County must ensure that Contractor and Contractor's Staff, will protect the confidentiality of such data and information. Consequently, Contractor must sign this Confidentiality Agreement as a condition of work to be provided by Contractor's Staff for the County.

Contractor and Contractor's Staff hereby agrees that they will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between Contractor and the County of Los Angeles. Contractor and Contractor's Staff agree to forward all requests for the release of any data or information received to County's Project Manager.

Contractor and Contractor's Staff agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information and all other original materials produced, created, or provided to Contractor and Contractor's Staff under the above-referenced contract. Contractor and Contractor's Staff agree to protect these confidential materials against disclosure to other than Contractor or County employees who have a need to know the information. Contractor and Contractor's Staff agree that if proprietary information supplied by other County vendors is provided to me during this employment, Contractor and Contractor's Staff shall keep such information confidential.

Contractor and Contractor's Staff agree to report any and all violations of this agreement by Contractor and Contractor's Staff and/or by any other person of whom Contractor and Contractor's Staff become aware.

Contractor and Contractor's Staff acknowledge that violation of this agreement may subject Contractor and Contractor's Staff to civil and/or criminal action and that the County of Los Angeles may seek all possible legal redress.

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_/\_\_\_\_/\_\_\_\_

PRINTED NAME: \_\_\_\_\_

POSITION: \_\_\_\_\_

**CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT**

(Note: This certification is to be executed and returned to County with Contractor's executed Contract. Work cannot begin on the Contract until County receives this executed document.)

Contractor Name \_\_\_\_\_ Contract No. \_\_\_\_\_

Employee Name \_\_\_\_\_

**GENERAL INFORMATION:**

Your employer referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires your signature on this Contractor Employee Acknowledgement and Confidentiality Agreement.

**EMPLOYEE ACKNOWLEDGEMENT:**

I understand and agree that the Contractor referenced above is my sole employer for purposes of the above-referenced contract. I understand and agree that I must rely exclusively upon my employer for payment of salary and any and all other benefits payable to me or on my behalf by virtue of my performance of work under the above-referenced contract.

I understand and agree that I am not an employee of the County of Los Angeles for any purpose whatsoever and that I do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. I understand and agree that I do not have and will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

I understand and agree that I may be required to undergo a background and security investigation(s). I understand and agree that my continued performance of work under the above-referenced contract is contingent upon my passing, to the satisfaction of the County, any and all such investigations. I understand and agree that my failure to pass, to the satisfaction of the County, any such investigation shall result in my immediate release from performance under this and/or any future contract.

**CONFIDENTIALITY AGREEMENT:**

I may be involved with work pertaining to services provided by the County of Los Angeles and, if so, I may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, I may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. I understand that if I am involved in County work, the County must ensure that I, too, will protect the confidentiality of such data and information. Consequently, I understand that I must sign this agreement as a condition of my work to be provided by my employer for the County. I have read this agreement and have taken due time to consider it prior to signing.

I hereby agree that I will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between my employer and the County of Los Angeles. I agree to forward all requests for the release of any data or information received by me to my immediate supervisor.

I agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information and all other original materials produced, created, or provided to or by me under the above-referenced contract. I agree to protect these confidential materials against disclosure to other than my employer or County employees who have a need to know the information. I agree that if proprietary information supplied by other County vendors is provided to me during this employment, I shall keep such information confidential.

I agree to report to my immediate supervisor any and all violations of this agreement by myself and/or by any other person of whom I become aware. I agree to return all confidential materials to my immediate supervisor upon completion of this contract or termination of my employment with my employer, whichever occurs first.

SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_/\_\_\_\_/\_\_\_\_

PRINTED NAME: \_\_\_\_\_

POSITION: \_\_\_\_\_

**CONTRACTOR NON-EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT**

(Note: This certification is to be executed and returned to County with Contractor's executed Contract. Work cannot begin on the Contract until County receives this executed document.)

Contractor Name \_\_\_\_\_ Contract No. \_\_\_\_\_

Non-Employee Name \_\_\_\_\_

**GENERAL INFORMATION:**

The Contractor referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires your signature on this Contractor Non-Employee Acknowledgement and Confidentiality Agreement.

**NON-EMPLOYEE ACKNOWLEDGEMENT:**

I understand and agree that the Contractor referenced above has exclusive control for purposes of the above-referenced contract. I understand and agree that I must rely exclusively upon the Contractor referenced above for payment of salary and any and all other benefits payable to me or on my behalf by virtue of my performance of work under the above-referenced contract.

I understand and agree that I am not an employee of the County of Los Angeles for any purpose whatsoever and that I do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. I understand and agree that I do not have and will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

I understand and agree that I may be required to undergo a background and security investigation(s). I understand and agree that my continued performance of work under the above-referenced contract is contingent upon my passing, to the satisfaction of the County, any and all such investigations. I understand and agree that my failure to pass, to the satisfaction of the County, any such investigation shall result in my immediate release from performance under this and/or any future contract.

**CONFIDENTIALITY AGREEMENT:**

I may be involved with work pertaining to services provided by the County of Los Angeles and, if so, I may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, I may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. I understand that if I am involved in County work, the County must ensure that I, too, will protect the confidentiality of such data and information. Consequently, I understand that I must sign this agreement as a condition of my work to be provided by the above-referenced Contractor for the County. I have read this agreement and have taken due time to consider it prior to signing.

I hereby agree that I will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between the above-referenced Contractor and the County of Los Angeles. I agree to forward all requests for the release of any data or information received by me to the above-referenced Contractor.

I agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information, and all other original materials produced, created, or provided to or by me under the above-referenced contract. I agree to protect these confidential materials against disclosure to other than the above-referenced Contractor or County employees who have a need to know the information. I agree that if proprietary information supplied by other County vendors is provided to me, I shall keep such information confidential.

I agree to report to the above-referenced Contractor any and all violations of this agreement by myself and/or by any other person of whom I become aware. I agree to return all confidential materials to the above-referenced Contractor upon completion of this contract or termination of my services hereunder, whichever occurs first.

SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_/\_\_\_\_/\_\_\_\_

PRINTED NAME: \_\_\_\_\_

POSITION: \_\_\_\_\_

Title 2 ADMINISTRATION  
Chapter 2.203.010 through 2.203.090  
CONTRACTOR EMPLOYEE JURY SERVICE

Page 1 of 3

**2.203.010 Findings.**

The board of supervisors makes the following findings. The county of Los Angeles allows its permanent, full-time employees unlimited jury service at their regular pay. Unfortunately, many businesses do not offer or are reducing or even eliminating compensation to employees who serve on juries. This creates a potential financial hardship for employees who do not receive their pay when called to jury service, and those employees often seek to be excused from having to serve. Although changes in the court rules make it more difficult to excuse a potential juror on grounds of financial hardship, potential jurors continue to be excused on this basis, especially from longer trials. This reduces the number of potential jurors and increases the burden on those employers, such as the county of Los Angeles, who pay their permanent, full-time employees while on juror duty. For these reasons, the county of Los Angeles has determined that it is appropriate to require that the businesses with which the county contracts possess reasonable jury service policies. (Ord. 2002-0015 § 1 (part), 2002)

**2.203.020 Definitions.**

The following definitions shall be applicable to this chapter:

- A. "Contractor" means a person, partnership, corporation or other entity which has a contract with the county or a subcontract with a county contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more such contracts or subcontracts.
- B. "Employee" means any California resident who is a full-time employee of a contractor under the laws of California.
- C. "Contract" means any agreement to provide goods to, or perform services for or on behalf of, the county but does not include:
  - 1. A contract where the board finds that special circumstances exist that justify a waiver of the requirements of this chapter; or
  - 2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor; or
  - 3. A purchase made through a state or federal contract; or
  - 4. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, or reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-3700 or a successor provision; or
  - 5. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, Section 4.4.0 or a successor provision; or
  - 6. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-2810 or a successor provision; or
  - 7. A non-agreement purchase with a value of less than \$5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section A-0300 or a successor provision; or
  - 8. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section PP-1100 or a successor provision.

Title 2 ADMINISTRATION  
Chapter 2.203.010 through 2.203.090  
CONTRACTOR EMPLOYEE JURY SERVICE

Page 2 of 3

- D. "Full time" means 40 hours or more worked per week, or a lesser number of hours if:
1. The lesser number is a recognized industry standard as determined by the chief administrative officer, or
  2. The contractor has a long-standing practice that defines the lesser number of hours as full time.
- E. "County" means the county of Los Angeles or any public entities for which the board of supervisors is the governing body. (Ord. 2002-0040 § 1, 2002: Ord. 2002-0015 § 1 (part), 2002)

**2.203.030 Applicability.**

This chapter shall apply to contractors who enter into contracts that commence after July 11, 2002. This chapter shall also apply to contractors with existing contracts which are extended into option years that commence after July 11, 2002. Contracts that commence after May 28, 2002, but before July 11, 2002, shall be subject to the provisions of this chapter only if the solicitations for such contracts stated that the chapter would be applicable. (Ord. 2002-0040 § 2, 2002: Ord. 2002-0015 § 1 (part), 2002)

**2.203.040 Contractor Jury Service Policy.**

A contractor shall have and adhere to a written policy that provides that its employees shall receive from the contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with the contractor or that the contractor deduct from the employees' regular pay the fees received for jury service. (Ord. 2002-0015 § 1 (part), 2002)

**2.203.050 Other Provisions.**

- A. Administration. The chief administrative officer shall be responsible for the administration of this chapter. The chief administrative officer may, with the advice of county counsel, issue interpretations of the provisions of this chapter and shall issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other county departments.
- B. Compliance Certification. At the time of seeking a contract, a contractor shall certify to the county that it has and adheres to a policy consistent with this chapter or will have and adhere to such a policy prior to award of the contract. (Ord. 2002-0015 § 1 (part), 2002)

**2.203.060 Enforcement and Remedies.**

For a contractor's violation of any provision of this chapter, the county department head responsible for administering the contract may do one or more of the following:

1. Recommend to the board of supervisors the termination of the contract; and/or,
2. Pursuant to chapter 2.202, seek the debarment of the contractor. (Ord. 2002-0015 § 1 (part), 2002)

Title 2 ADMINISTRATION  
Chapter 2.203.010 through 2.203.090  
CONTRACTOR EMPLOYEE JURY SERVICE

Page 3 of 3

**2.203.070. Exceptions.**

- A. Other Laws. This chapter shall not be interpreted or applied to any contractor or to any employee in a manner inconsistent with the laws of the United States or California.
- B. Collective Bargaining Agreements. This chapter shall be superseded by a collective bargaining agreement that expressly so provides.
- C. Small Business. This chapter shall not be applied to any contractor that meets all of the following:
  - 1. Has ten or fewer employees during the contract period; and,
  - 2. Has annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, are less than \$500,000; and,
  - 3. Is not an affiliate or subsidiary of a business dominant in its field of operation.

“Dominant in its field of operation” means having more than ten employees and annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, exceed \$500,000.

“Affiliate or subsidiary of a business dominant in its field of operation” means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation. (Ord. 2002-0015 § 1 (part), 2002)

**2.203.090. Severability.**

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. (Ord. 2002-0015 § 1 (part), 2002)

## COUNTY OF LOS ANGELES CONTRACTOR EMPLOYEE JURY SERVICE PROGRAM CERTIFICATION FORM AND APPLICATION FOR EXCEPTION

The Contractor is subject to the County of Los Angeles Contractor Employee Jury Service Program (Program), Los Angeles County Code, Chapter 2.203. All Contractors, whether a Contractor or Subcontractor, must complete this form to either certify compliance or request an exception from the Program requirements. Upon review of the submitted form, the County department will determine, in its sole discretion, whether the Contractor is exempted from the Program.

|                                  |        |           |
|----------------------------------|--------|-----------|
| Company Name:                    |        |           |
| Company Address:                 |        |           |
| City:                            | State: | Zip Code: |
| Telephone Number:                |        |           |
| Solicitation For _____ Services: |        |           |

*If you believe the Jury Service Program does not apply to your business, check the appropriate box in Part I. Attach documentation to support your claim); or, complete Part II to certify compliance with the Program. Whether you complete Part I or Part II, please sign and date this form below.*

### Part I: Jury Service Program is Not Applicable to My Business

My business does not meet the definition of "Contractor," as defined in the Program, as it has not received an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts (this exception is not available if the contract itself will exceed \$50,000). I understand that the exception will be lost and I must comply with the Program if my revenues from the County exceed an aggregate sum of \$50,000 in any 12-month period.

My business is a small business as defined in the Program. It 1) has ten or fewer employees; and, 2) has annual gross revenues in the preceding twelve months which, if added to the annual amount of this contract, are \$500,000 or less; and, 3) is not an affiliate or subsidiary of a business dominant in its field of operation, as defined below. I understand that the exception will be lost and I must comply with the Program if the number of employees in my business and my gross annual revenues exceed the above limits.

**"Dominant in its field of operation"** means having more than ten employees, including full-time and part-time employees, and annual gross revenues in the preceding twelve months, which, if added to the annual amount of the contract awarded, exceed \$500,000.

**"Affiliate or subsidiary of a business dominant in its field of operation"** means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation.

My business is subject to a Collective Bargaining Agreement (attach agreement) that expressly provides that it supersedes all provisions of the Program.

**OR**

### Part II: Certification of Compliance

My business has and adheres to a written policy that provides, on an annual basis, no less than five days of regular pay for actual jury service for full-time employees of the business who are also California residents **or** my company will have and adhere to such a policy prior to award of the Contract.

*I declare under penalty of perjury under the laws of the State of California that the information stated above is true and correct.*

|             |        |
|-------------|--------|
| Print Name: | Title: |
| Signature:  | Date:  |

# *Safely* Surrendered



No shame. No blame. No names.

In Los Angeles County: 1-877-BABY SAFE • 1-877-222-9723

[www.babysafela.org](http://www.babysafela.org)



# Safely Surrendered Baby Law

## What is the Safely Surrendered Baby Law?

California's Safely Surrendered Baby Law allows parents or other persons, with lawful custody, which means anyone to whom the parent has given permission to confidentially surrender a baby. As long as the baby is three days (72 hours) of age or younger and has not been abused or neglected, the baby may be surrendered without fear of arrest or prosecution.

*Every baby deserves a chance for a healthy life. If someone you know is considering abandoning a baby, let her know there are other options. For three days (72 hours) after birth, a baby can be surrendered to staff at any hospital or fire station in Los Angeles County.*

## How does it work?

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially, and safely surrender a baby within three days (72 hours) of birth. The baby must be handed to an employee at a hospital or fire station in Los Angeles County. As long as the baby shows no sign of abuse or neglect, no name or other information is required. In case the parent changes his or her mind at a later date and wants the baby back, staff will use bracelets to help connect them to each other. One bracelet will be placed on the baby, and a matching bracelet will be given to the parent or other surrendering adult.

## What if a parent wants the baby back?

Parents who change their minds can begin the process of reclaiming their baby within 14 days. These parents should call the Los Angeles County Department of Children and Family Services at 1-800-540-4000.

## Can only a parent bring in the baby?

No. While in most cases a parent will bring in the baby, the Law allows other people to bring in the baby if they have lawful custody.

## Does the parent or surrendering adult have to call before bringing in the baby?

No. A parent or surrendering adult can bring in a baby anytime, 24 hours a day, 7 days a week, as long as the parent or surrendering adult surrenders the baby to someone who works at the hospital or fire station.

## Does the parent or surrendering adult have to tell anything to the people taking the baby?

No. However, hospital or fire station personnel will ask the surrendering party to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the baby. The questionnaire includes a stamped return envelope and can be sent in at a later time.

## What happens to the baby?

The baby will be examined and given medical treatment. Upon release from the hospital, social workers immediately place the baby in a safe and loving home and begin the adoption process.

## What happens to the parent or surrendering adult?

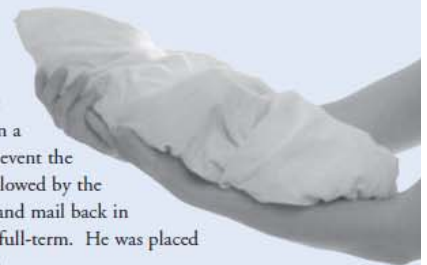
Once the parent or surrendering adult surrenders the baby to hospital or fire station personnel, they may leave at any time.

## Why is California doing this?

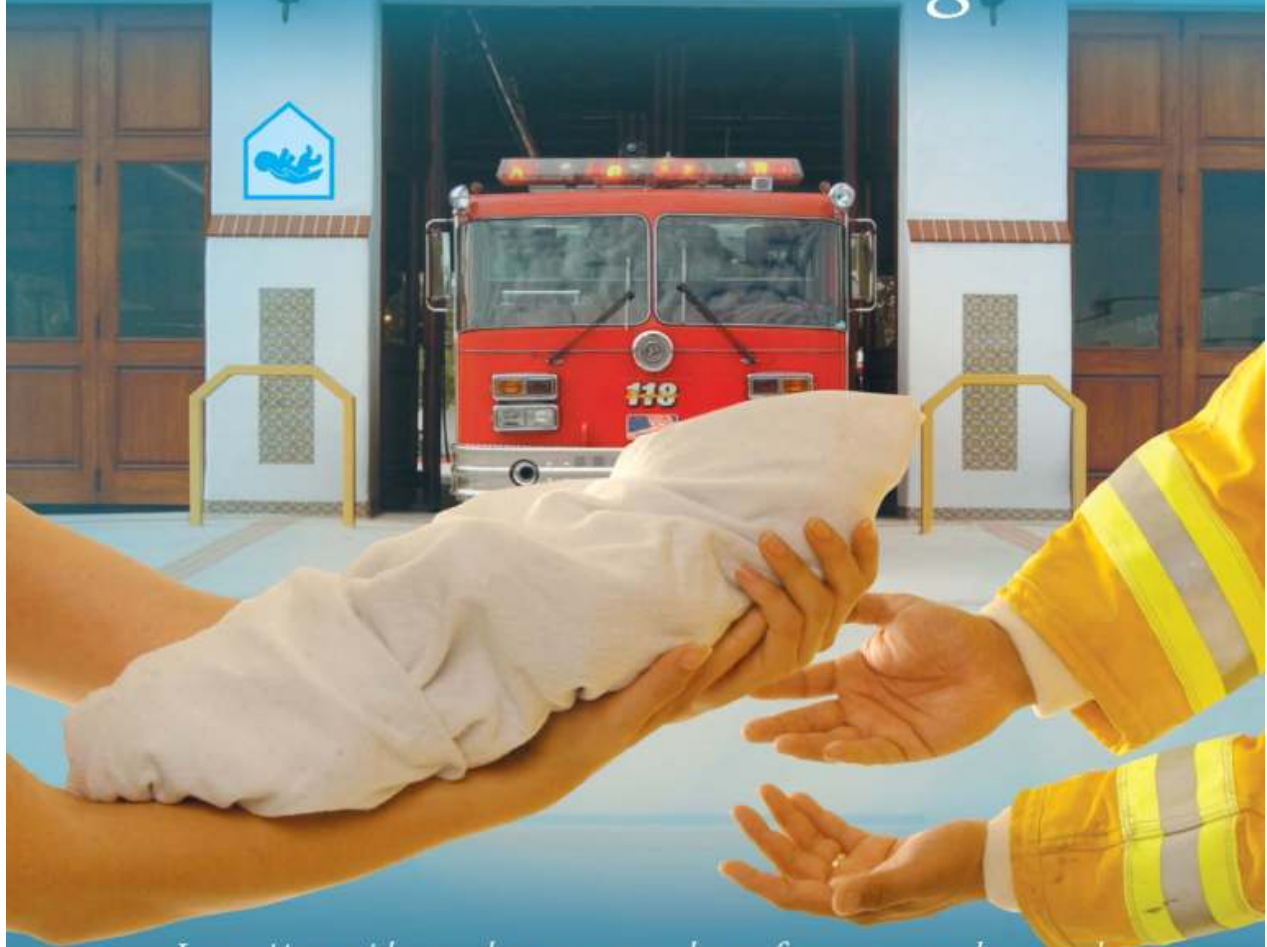
The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned, hurt or killed by their parents. You may have heard tragic stories of babies left in dumpsters or public bathrooms. Their parents may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had no one or nowhere to turn for help, they abandoned their babies. Abandoning a baby is illegal and places the baby in extreme danger. Too often, it results in the baby's death. The Safely Surrendered Baby Law prevents this tragedy from ever happening again in California.

## A baby's story

Early in the morning on April 9, 2005, a healthy baby boy was safely surrendered to nurses at Harbor-UCLA Medical Center. The woman who brought the baby to the hospital identified herself as the baby's aunt and stated the baby's mother had asked her to bring the baby to the hospital on her behalf. The aunt was given a bracelet with a number matching the anklet placed on the baby; this would provide some identification in the event the mother changed her mind about surrendering the baby and wished to reclaim the baby in the 14-day period allowed by the Law. The aunt was also provided with a medical questionnaire and said she would have the mother complete and mail back in the stamped return envelope provided. The baby was examined by medical staff and pronounced healthy and full-term. He was placed with a loving family that had been approved to adopt him by the Department of Children and Family Services.



# *Ley de* Entrega de Bebés *Sin Peligro*



*Los recién nacidos pueden ser entregados en forma segura al personal de cualquier hospital o cuartel de bomberos del Condado de Los Ángeles*

Sin pena. Sin culpa. Sin nombres.

En el Condado de Los Ángeles: 1-877-BABY SAFE • 1-877-222-9723

[www.babysafela.org](http://www.babysafela.org)



# Ley de Entrega de Bebés Sin Peligro

## ¿Qué es la Ley de Entrega de Bebés sin Peligro?

La Ley de Entrega de Bebés sin Peligro de California permite la entrega confidencial de un recién nacido por parte de sus padres u otras personas con custodia legal, es decir cualquier persona a quien los padres le hayan dado permiso. Siempre que el bebé tenga tres días (72 horas) de vida o menos, y no haya sufrido abuso ni negligencia, pueden entregar al recién nacido sin temor de ser arrestados o procesados.

*Cada recién nacido se merece la oportunidad de tener una vida saludable. Si alguien que usted conoce está pensando en abandonar a un recién nacido, infórmele que tiene otras opciones. Hasta tres días (72 horas) después del nacimiento, se puede entregar un recién nacido al personal de cualquier hospital o cuartel de bomberos del condado de Los Angeles.*

## ¿Cómo funciona?

El padre/madre con dificultades que no pueda o no quiera cuidar de su recién nacido puede entregarlo en forma legal, confidencial y segura dentro de los tres días (72 horas) del nacimiento. El bebé debe ser entregado a un empleado de cualquier hospital o cuartel de bomberos del Condado de Los Ángeles. Siempre que el bebé no presente signos de abuso o negligencia, no será necesario suministrar nombres ni información alguna. Si el padre/madre cambia de opinión posteriormente y desea recuperar a su bebé, los trabajadores utilizarán brazaletes para poder vincularlos. El bebé llevará un brazaletes y el padre/madre o el adulto que lo entregue recibirá un brazaletes igual.

## ¿Qué pasa si el padre/madre desea recuperar a su bebé?

Los padres que cambien de opinión pueden comenzar el proceso de reclamar a su recién nacido dentro de los 14 días. Estos padres deberán llamar al Departamento de Servicios para Niños y Familias (Department of Children and Family Services) del Condado de Los Ángeles al 1-800-540-4000.

## ¿Sólo los padres podrán llevar al recién nacido?

No. Si bien en la mayoría de los casos son los padres los que llevan al bebé, la ley permite que otras personas lo hagan si tienen custodia legal.

## ¿Los padres o el adulto que entrega al bebé deben llamar antes de llevar al bebé?

No. El padre/madre o adulto puede llevar al bebé en cualquier momento, las 24 horas del día, los 7 días de la semana, siempre y cuando entreguen a su bebé a un empleado del hospital o cuartel de bomberos.

## ¿Es necesario que el padre/madre o adulto diga algo a las personas que reciben al bebé?

No. Sin embargo, el personal del hospital o cuartel de bomberos le pedirá a la persona que entregue al bebé que llene un cuestionario con la finalidad de recabar antecedentes médicos importantes, que resultan de gran utilidad para cuidar bien del bebé. El cuestionario incluye un sobre con el sello postal pagado para enviarlo en otro momento.

## ¿Qué pasará con el bebé?

El bebé será examinado y le brindarán atención médica. Cuando le den el alta del hospital, los trabajadores sociales inmediatamente ubicarán al bebé en un hogar seguro donde estará bien atendido, y se comenzará el proceso de adopción.

## ¿Qué pasará con el padre/madre o adulto que entregue al bebé?

Una vez que los padres o adulto hayan entregado al bebé al personal del hospital o cuartel de bomberos, pueden irse en cualquier momento.

## ¿Por qué se está haciendo esto en California?

La finalidad de la Ley de Entrega de Bebés sin Peligro es proteger a los bebés para que no sean abandonados, lastimados o muertos por sus padres. Usted probablemente haya escuchado historias trágicas sobre bebés abandonados en basureros o en baños públicos. Los padres de esos bebés probablemente hayan estado pasando por dificultades emocionales graves. Las madres pueden haber ocultado su embarazo, por temor a lo que pasaría si sus familias se enteraran. Abandonaron a sus bebés porque tenían miedo y no tenían nadie a quien pedir ayuda. El abandono de un recién nacido es ilegal y pone al bebé en una situación de peligro extremo. Muy a menudo el abandono provoca la muerte del bebé. La Ley de Entrega de Bebés sin Peligro impide que vuelva a suceder esta tragedia en California.

## Historia de un bebé

A la mañana temprano del día 9 de abril de 2005, se entregó un recién nacido saludable a las enfermeras del Harbor-UCLA Medical Center. La mujer que llevó el recién nacido al hospital se dio a conocer como la tía del bebé, y dijo que la madre le había pedido que llevara al bebé al hospital en su nombre. Le entregaron a la tía un brazaletes con un número que coincidía con la pulsera del bebé; esto serviría como identificación en caso de que la madre cambiara de opinión con respecto a la entrega del bebé y decidiera recuperarlo dentro del período de 14 días que permite esta ley. También le dieron a la tía un cuestionario médico, y ella dijo que la madre lo llenaría y lo enviaría de vuelta dentro del sobre con franqueo pagado que le habían dado. El personal médico examinó al bebé y se determinó que estaba saludable y a término. El bebé fue ubicado con una buena familia que ya había sido aprobada para adoptarlo por el Departamento de Servicios para Niños y Familias.



**CONTRACTOR'S  
NON-DISCRIMINATION IN SERVICE CERTIFICATION****CONTRACTOR's Name:** \_\_\_\_\_**Address:** \_\_\_\_\_**Internal Revenue Service Employer Identification Number:** \_\_\_\_\_**GENERAL**

In accordance with **Subchapter VI and VII of the *Civil Rights Act of 1964*, Section 504 of the *Rehabilitation Act of 1973*, as amended, the *Age Discrimination Act of 1975*, the *Food Stamp Act of 1977*, and the *Americans with Disabilities Act of 1980***, the Contractor, supplier, or vendor certifies and agrees that all persons serviced by such firm, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, color, religion, ancestry, national origin, age, condition of disability, marital status, political affiliation or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

**CONTRACTOR'S CERTIFICATION**

(Circle one)

- |    |   |            |           |
|----|---|------------|-----------|
| 1. | The Contractor has a written policy statement prohibiting discrimination in providing services and benefits.  | <b>Yes</b> | <b>No</b> |
| 2. | The Contractor periodically monitors the equal provision of services to ensure non-discrimination.  | <b>Yes</b> | <b>No</b> |
| 3. | Where problem areas are identified in equal provisions of services and benefits, the Contractor has a system for taking reasonable corrective action within a specified length of time. | <b>Yes</b> | <b>No</b> |

Authorized Official's Printed Name and Title: \_\_\_\_\_

Authorized Official's Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**ATTESTATION OF WILLINGNESS TO CONSIDER  
GAIN/GROW PARTICIPANTS**

As a threshold requirement for consideration for contract award, Proposer shall demonstrate a proven record for hiring GAIN/GROW participants or shall attest to a willingness to consider GAIN/GROW participants for any future employment opening if they meet the minimum qualifications for that opening. Additionally, Proposer shall attest to a willingness to provide employed GAIN/GROW participants access to the Proposer's employee mentoring program, if available, to assist these individuals in obtaining permanent employment and/or promotional opportunities.

To report all job openings with job requirements to obtain qualified GAIN/GROW participants as potential employment candidates, Contractor shall email: [GAINGROW@dpss.lacounty.gov](mailto:GAINGROW@dpss.lacounty.gov).

**Proposers unable to meet this requirement shall not be considered for contract award.**

Proposer shall complete all of the following information, sign where indicated below, and return this form with their proposal.

A. Proposer has a proven record of hiring GAIN/GROW participants.

\_\_\_\_\_ YES (subject to verification by County)      \_\_\_\_\_ NO

B. Proposer is willing to provide DPSS with all job openings and job requirements to consider GAIN/GROW participants for any future employment openings if the GAIN/GROW participant meets the minimum qualifications for the opening. "Consider" means that Proposer is willing to interview qualified GAIN/GROW participants.

\_\_\_\_\_ YES      \_\_\_\_\_ NO

C. Proposer is willing to provide employed GAIN/GROW participants access to its employee-mentoring program, if available.

\_\_\_\_\_ YES      \_\_\_\_\_ NO      \_\_\_\_\_ N/A (Program not available)

Proposer's Organization: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_ Date: \_\_\_\_\_

Telephone No: \_\_\_\_\_ Fax No: \_\_\_\_\_



Department of the Treasury  
Internal Revenue Service

**Notice 1015**

(Rev. December 2014)

**Have You Told Your Employees About the  
Earned Income Credit (EIC)?**

**What is the EIC?**

The EIC is a refundable tax credit for certain workers.

**Which Employees Must I Notify About the EIC?**

You must notify each employee who worked for you at any time during the year and from whom you did not withhold income tax. However, you do not have to notify any employee who claimed exemption from withholding on Form W-4, Employee's Withholding Allowance Certificate.

**Note.** You are encouraged to notify each employee whose wages for 2014 are less than \$52,427 that he or she may be eligible for the EIC.

**How and When Must I Notify My Employees?**

You must give the employee one of the following:

- The IRS Form W-2, Wage and Tax Statement, which has the required information about the EIC on the back of Copy B.
- A substitute Form W-2 with the same EIC information on the back of the employee's copy that is on Copy B of the IRS Form W-2.
- Notice 797, Possible Federal Tax Refund Due to the Earned Income Credit (EIC).
- Your written statement with the same wording as Notice 797.

If you are required to give Form W-2 and do so on time, no further notice is necessary if the Form W-2 has the required information about the EIC on the back of the employee's copy. If a substitute Form W-2 is given on time but does not have the required information, you must

notify the employee within 1 week of the date the substitute Form W-2 is given. If Form W-2 is required but is not given on time, you must give the employee Notice 797 or your written statement by the date Form W-2 is required to be given. If Form W-2 is not required, you must notify the employee by February 9, 2015.

You must hand the notice directly to the employee or send it by first-class mail to the employee's last known address. You will not meet the notification requirements by posting Notice 797 on an employee bulletin board or sending it through office mail. However, you may want to post the notice to help inform all employees of the EIC. You can get copies of the notice from IRS.gov or by calling 1-800-829-3676.

**How Will My Employees Know If They Can  
Claim the EIC?**

The basic requirements are covered in Notice 797. For more detailed information, the employee needs to see Pub. 596, Earned Income Credit (EIC), or the instructions for Form 1040, 1040A, or 1040EZ.

**How Do My Employees Claim the EIC?**

Eligible employees claim the EIC on their 2014 tax return. Even employees who have no tax withheld from their pay or owe no tax can claim the EIC and get a refund, but they must file a tax return to do so. For example, if an employee has no tax withheld in 2014 and owes no tax but is eligible for a credit of \$800, he or she must file a 2014 tax return to get the \$800 refund.

Notice 1015 (Rev. 12-2014)  
Cat. No. 205991

## **CERTIFICATION OF NO CONFLICT OF INTEREST**

The Los Angeles County Code, Section 2.180.010, provides as follows:

### **CONTRACTS PROHIBITED**

Notwithstanding any other section of this Code, the County shall not contract with, and shall reject any proposals submitted by, the persons or entities specified below, unless the Board of Supervisors finds that special circumstances exist which justify the approval of such contract:

1. Employees of the County or of public agencies for which the Board of Supervisors is the governing body;
2. Profit-making firms or businesses in which employees described in number 1 serve as officers, principals, partners, or major shareholders;
3. Persons who, within the immediately preceding 12 months, came within the provisions of number 1, and who:
  - a. Were employed in positions of substantial responsibility in the area of service to be performed by the contract; or
  - b. Participated in any way in developing the contract or its service specifications; and
4. Profit-making firms or businesses in which the former employees, described in number 3, serve as officers, principals, partners, or major shareholders.

Contracts submitted to the Board of Supervisors for approval or ratification shall be accompanied by an assurance by the submitting department, district or agency that the provisions of this section have not been violated.

\_\_\_\_\_  
Proposer Name

\_\_\_\_\_  
Proposer Official Title

\_\_\_\_\_  
Official's Signature

## **FAMILIARITY WITH THE COUNTY LOBBYIST ORDINANCE CERTIFICATION**

The Proposer certifies that:

- 1) It is familiar with the terms of the County of Los Angeles Lobbyist Ordinance, Los Angeles Code Chapter 2.160;
- 2) That all persons acting on behalf of the Proposer organization have and will comply with it during the proposal process; and
- 3) It is not on the County's Executive Office's List of Terminated Registered Lobbyists.

Signature:\_\_\_\_\_ Date:\_\_\_\_\_

**EXHIBIT O**

**CIVIL RIGHTS TRAINING REPORT O-1**

**CIVIL RIGHTS COMPLAINT FLOWCHART O-2**

**COMPLAINT OF DISCRIMINATORY TREATMENT O-3**

CIVIL RIGHTS TRAINING REPORT

Contractor: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Contractor Manager: \_\_\_\_\_

Phone Number: \_\_\_\_\_

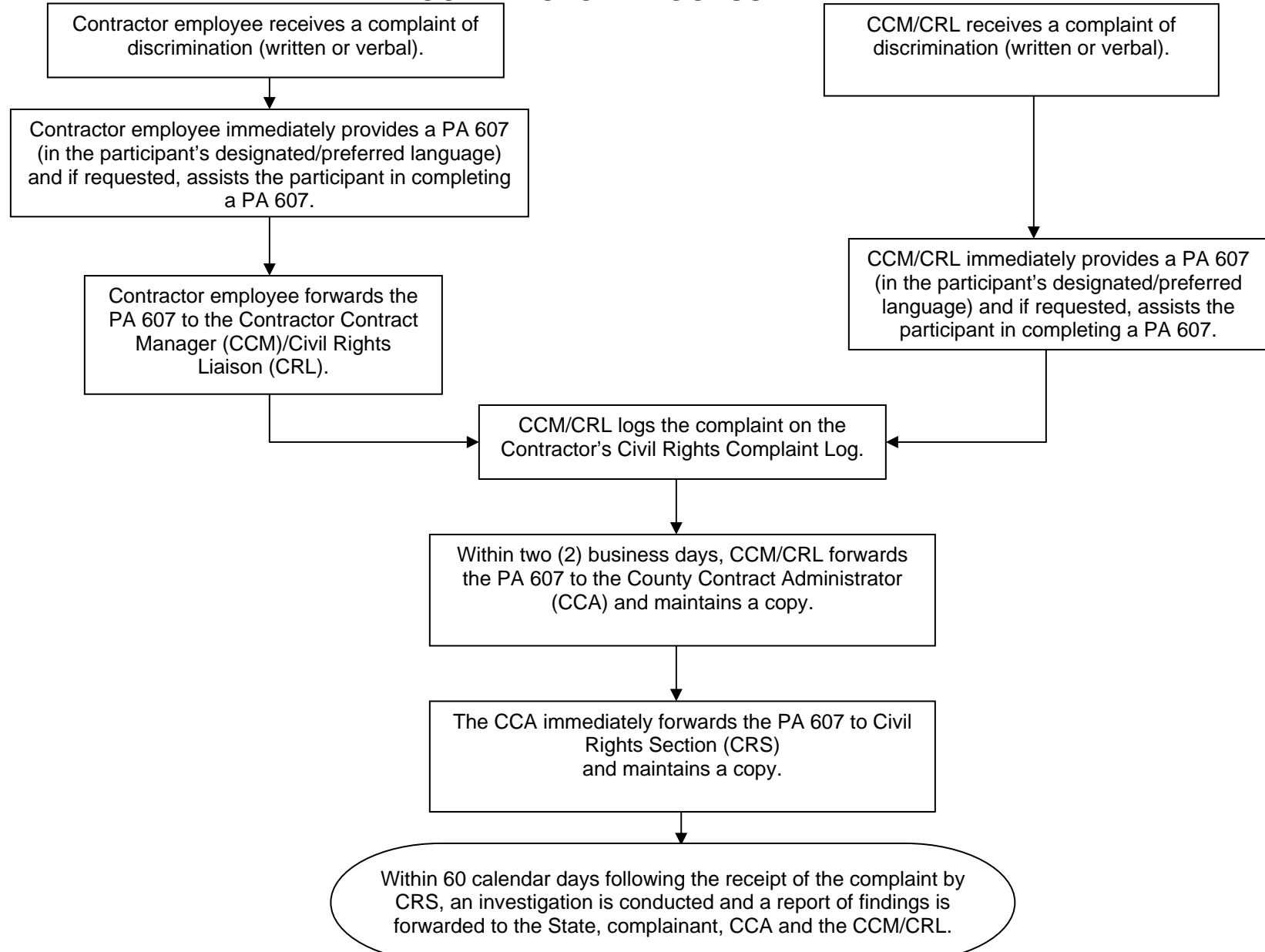
Number of staff who attended Civil Rights Training: \_\_\_\_\_

Date of Civil Rights Training: \_\_\_\_\_

Miscellaneous Information: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## CIVIL RIGHTS COMPLAINT FLOWCHART

### CONTRACTOR PROCESS



County of Los Angeles

Department of Public Social Services

**COMPLAINT OF DISCRIMINATORY TREATMENT**

TO: DEPARTMENT OF PUBLIC SOCIAL SERVICES  
CIVIL RIGHTS SECTION  
12860 CROSSROADS PARKWAY SOUTH  
CITY OF INDUSTRY, CALIFORNIA 91746

CASE NAME:

CASE NUMBER:

I, \_\_\_\_\_, hereby file this complaint of discriminatory treatment  
(Please print your name) and request that an investigation be conducted.

**I believe I was discriminated against because of my:**

- |  |   |  |
|--|---|--|
| <input type="checkbox"/> RACE                  | <input type="checkbox"/> DISABILITY         | <input type="checkbox"/> ETHNIC GROUP IDENTIFICATION |
| <input type="checkbox"/> NATIONAL ORIGIN       | <input type="checkbox"/> RELIGION           | <input type="checkbox"/> SEX                         |
| <input type="checkbox"/> MARITAL STATUS        | <input type="checkbox"/> AGE                | <input type="checkbox"/> COLOR                       |
| <input type="checkbox"/> POLITICAL AFFILIATION | <input type="checkbox"/> SEXUAL ORIENTATION | <input type="checkbox"/> DOMESTIC PARTNERSHIP        |

**DATE OF OCCURRENCE:** \_\_\_\_\_

**NAME(S) AND TITLE(S) OF THE PERSON(S) WHO I BELIEVE DISCRIMINATED AGAINST ME:**

\_\_\_\_\_  
\_\_\_\_\_

**THE ACTION, DECISION OR CONDITION WHICH CAUSED ME TO FILE THIS COMPLAINT IS AS FOLLOWS:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**I WISH TO HAVE THE FOLLOWING CORRECTIVE ACTION TAKEN:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Initial on the line  
above if you give  
consent.

**CONSENT GRANTED** – By initialing this option, I am authorizing the Department of Public Social Services, Civil Rights Section (CRS) to reveal my identity and other personal information to persons at the organization or institution under investigation and to other Federal and State agencies in accordance with applicable federal and state laws and regulations. I hereby authorize CRS to receive material and information including, but not limited to applications, case files, personal records, and medical records. The material and information shall be used for authorized civil rights compliance and enforcement activities. I understand that I am not required to authorize this release and I do so voluntarily.

Initial on the line  
above if you do  
not give consent.

**CONSENT DENIED** – I do not give my consent for the release of my name or other personally identifying information. I understand that this complaint may not be investigated as a result of my refusal to give my consent for the release of information.

(SIGNATURE)

(DATE)

ADDRESS: \_\_\_\_\_

TELEPHONE: \_\_\_\_\_

PA – 607 (REVISED 06/11)

CHARITABLE CONTRIBUTIONS CERTIFICATION

---

Company Name

---

Address

---

Internal Revenue Service Employer Identification Number

---

California Registry of Charitable Trusts "CT" number (if applicable)

The Nonprofit Integrity Act (SB 1262, Chapter 919) added requirements to California's Supervision of Trustees and Fundraisers for Charitable Purposes Act which regulates those receiving and raising charitable contributions.

**Check the Certification below that is applicable to your company.**

- ☐ Proposer or Contractor has examined its activities and determined that it does not now receive or raise charitable contributions regulated under California's Supervision of Trustees and Fundraisers for Charitable Purposes Act. If Proposer engages in activities subjecting it to those laws during the term of a County contract, it will timely comply with them and provide County a copy of its initial registration with the California State Attorney General's Registry of Charitable Trusts when filed.

**OR**

- ☐ Proposer or Contractor is registered with the California Registry of Charitable Trusts under the CT number listed above and is in compliance with its registration and reporting requirements under California law. Attached is a copy of its most recent filing with the Registry of Charitable Trusts as required by Title 11 California Code of Regulations, sections 300-301 and Government Code sections 12585-12586.

---

Signature

Date

---

*Name and Title of Signer (please print)*

## CRIMINAL CONVICTION INFORMATION NOTICE AND CERTIFICATION

All staff working under the GROW Support Services Contract with the Department of Public Social Services (DPSS) must read and sign this notice/certification prior to beginning work on this Contract, upon promotion and no less frequently than every three years.

The suitability of Staff who have been convicted of criminal acts and/or who have successfully completed probation or parole must be evaluated. Staff is required to truthfully and fully disclose criminal conviction(s). If you fail to disclose a criminal conviction, the Contract requires that you be removed from working on this Contract regardless of your work performance.

Due to the fact that legal terms by which criminal acts may be described differ among jurisdictions, the following is NOT a complete list of criminal convictions that may be considered in evaluating suitability to work on this Contract.

### I. ACCEPTABLE TO WORK ON CONTRACT

- Disturbing the Peace
- Drunk Driving (Acceptable with a valid driver license)
- Gambling
- Petty Theft as a Juvenile
- Possession of Marijuana
- Reckless Driving (Acceptable with a valid driver license)
- Trespassing

### II. ACCEPTABLE TO WORK ON CONTRACT AFTER STIPULATED TIME (INCLUDING SIMILAR CONVICTIONS AND "ATTEMPT", ACCESSORY", AND "CONSPIRACY" TO COMMIT ANY OF THE CRIMES LISTED BELOW)

- |  |            |
|--|------------|
| • Assault and Battery                            | One year   |
| • Malicious Mischief                             | One year   |
| • Prostitution                                   | One year   |
| • Petty Theft                                    | Five years |
| • Receiving Stolen Property                      | Five years |
| • Shoplifting                                    | Five years |
| • Manslaughter                                   | Five years |
| • Possession of Narcotics and/or Dangerous Drugs | Five Years |

### III. DETERMINATION AFTER INVESTIGATION

- Bad Checks
- Indecent Exposure
- Lewd Conduct
- Murder
- Possession and/or Sales of Dangerous Weapons
- Threats of Violence

IV. NOT ACCEPTABLE TO WORK ON CONTRACT (INCLUDING SIMILAR CONVICTIONS AND "ATTEMPT", "ACCESSORY", AND "CONSPIRACY" TO COMMIT ANY OF THE CRIMES LISTED BELOW.)

- Blackmail
- Bribery
- Burglary
- Crimes Against Children and Elders
- Embezzlement, Including Theft of Public Funds
- Extortion
- Falsification of Financial Statements and/or Public Records
- Forgery
- Grand Theft
- Mass Murder
- Rape, including Sexual Battery
- Robbery
- Sale of narcotics and/or Dangerous Drugs (Includes Intent to Sell)
- Welfare Fraud

I have read and reviewed this Criminal Conviction Information Notice and Certification. I understand that if I have any convictions, I am to report the conviction(s) on this sheet. This includes, but is not limited to, those offenses listed above.

In addition, I understand that I am to report all convictions that occur after the date I sign this Certification.

I understand that any omission or misstatement of material fact used to secure a position working on this Contract shall be grounds for my removal from working on this Contract regardless of the time elapsed before discovery and work performance.

I understand that the processing of a criminal background check is part of the selection process and that my continued work under this Contract is contingent upon the results of my background check.

☐

I HAVE NOT BEEN CONVICTED OF ANY OF THE ABOVE OFFENSES.

☐

I HAVE BEEN CONVICTED OF THE FOLLOWING OFFENSE(S): \_\_\_\_\_

Conviction Date: \_\_\_\_\_

☐

I am currently on probation/parole. End date: \_\_\_\_\_

☐

I am no longer on probation/parole. My probation/parole terminated on: \_\_\_\_\_

Signature

Date

Witnessed by: \_\_\_\_\_

Signature & Title

Date

EXHIBIT R  
(Page 1 of 2)

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION,  
INELIGIBILITY AND VOLUNTARY EXCLUSION - LOWER TIERED  
COVERED TRANSACTIONS (45 C.F.R. PART 76)**

Instructions for Certification Regarding Debarment, Suspension, Ineligibility and Voluntary  
Exclusion – Lower Tier Covered Transactions (45 C.F.R. Part 76)

1. This certification is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that Contractor knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
2. Contractor shall provide immediate written notice to the person to whom this contract is submitted if at any time Contractor learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
3. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "Participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this certification, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this contract is submitted for assistance in obtaining a copy of those regulations.
4. Contractor agrees by submitting this contract that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
5. Contractor further agrees by submitting this contract that it will include the provision entitled Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion –Lower Tier Covered Transaction (45 C.F.R. Part 76)," as set forth in the text of the Contract, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
6. Contractor acknowledges that a Participant in a covered transaction may rely upon a certification of a prospective Participant in a lower tier covered transaction that it is not proposed for debarment under 48 C.F.R. part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transaction, unless it knows that the certification is erroneous.

EXHIBIT R  
(Page 2 of 2)

Contractor acknowledges that a Participant may decide the methods and frequency by which it determines the eligibility of its principals. Contractor acknowledges that each Participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Non-procurement Programs.

7. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the required certification. The knowledge and information of a Participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
8. Expert for transactions authorized under paragraph 4 of these instructions, if a Participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
9. Where Contractor and/or its Subcontractor(s) is or are unable to certify to any of the statements in this Certification, Contractor shall attach a written explanation to its proposal in lieu of submitting this Certification. Contractor's written explanation shall describe the specific circumstances concerning the inability to certify. It further shall identify any owner, officer, partner, director, or other principal of the Contractor and/or Subcontractor who is currently suspended, debarred, ineligible, or excluded from securing federally funded contracts. The written explanation shall provide that person's or those persons' job description(s) and function(s) as they relate to Contract.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered transactions (45 C.F.R. Part 76)

Contractor hereby certifies that neither it nor any of its owners, officers, partners, directors, other principals or Subcontractors is currently debarred, suspended, proposed for debarment, declared ineligible or excluded from securing federally funded contracts by any federal department or agency.

\_\_\_\_\_  
Dated

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Title of Authorized Representative

\_\_\_\_\_  
Printed Name of Authorized Representative

| <b>Check<br/>(✓)</b>   | <b>JUSTIFICATION FOR SOLE SOURCE CONTRACTS</b><br><br><i>Identify applicable justification and provide documentation for each checked item.</i>  |
|--|--|
|  | ➤ Only one bona fide source for the service exists; performance and price competition are not available.   |
|  | ➤ Quick action is required (emergency situation).  |
|  | ➤ Proposals have been solicited but no satisfactory proposals were received.   |
|  | ➤ Additional services are needed to complete an ongoing task and it would be prohibitively costly in time and money to seek a new service provider.  |
|  | ➤ Maintenance service agreements exist on equipment which must be serviced by the authorized manufacturer's service representatives.   |
|  | ➤ It is more cost-effective to obtain services by exercising an option under an existing contract.   |
|  | ➤ It is in the best interest of the County, e.g., administrative cost savings, excessive learning curve for a new service provider, etc.   |
| ✓  | Other reason. Please explain:<br><br>This contract was procured in accordance with California Department of Social Services regulations (Section 23-650.1.14), which allows for procurement by negotiation with public education agencies. |
| <div style="display: flex; justify-content: space-between;"> <div data-bbox="110 1371 659 1413"> <b>Chief Executive Office</b> </div> <div data-bbox="987 1371 1146 1413"> <b>Date</b> </div> </div> |  |